



TRMF Western Heritage Arena/Riding Stables Front End Documents

8/24/2026

Owner

THEODORE ROOSEVELT MEDORA FOUNDATION
PO BOX 198
MEDORA, ND 58645

Architect

KRISTI W HANSON INC DBA KHA ARCHITECTS
72185 PAINTERS PATH, STE A
PALM DESERT, CA

Contractor

J.E. DUNN CONSTRUCTION COMPANY
766 ELKS DRIVE, STE B
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TABLE OF CONTENTS

SECTION 00 01 10

<u>DIVISION 00</u>	<u>PROCUREMENT AND CONTRACTION REQUIREMENTS</u>
00 21 13	INSTRUCTIONS TO BIDDERS
00 30 00	SITE ACCESS PLAN
00 31 13	MILESTONE SCHEDULE OF CONSTRUCTION
00 41 00.10	INDIVIDUAL SCOPE(S) BID FORM
00 41 00.20	COMBINATION BID FORM
00 52 00.10	CONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR
00 52 00.30	MATERIAL AND EQUIPMENT PURCHASE ORDER (MPO)
00 61 13	PERFORMANCE AND PAYMENT BOND
00 62 76.10	PAY APPLICATION FORM
00 62 76.20	PARTIAL WAIVER AND AFFIDAVIT (PRE-PAYMENT): SUBCONTRACTOR AND SUPPLIER
00 62 76.30	PARTIAL WAIVER AND AFFIDAVIT (POST-PAYMENT): SUBCONTRACTOR AND SUPPLIER
00 62 79.10	STORED MATERIALS FORMS: BILL OF SALE
00 62 79.20	STORED MATERIALS FORMS: NON-NEGOTIABLE BAILMENT
00 65 00.10	FINAL WAIVER AND AFFIDAVIT (PRE-PAYMENT): SUBCONTRACTOR AND SUPPLIER
00 65 00.20	FINAL WAIVER AND AFFIDAVIT (POST-PAYMENT): SUBCONTRACTOR AND SUPPLIER
00 72 00	PRIME CONTRACT BETWEEN OWNER AND CONTRACTOR
00 73 00	SPECIFIC PROJECT REQUIREMENTS
00 73 00.A	ATTACHMENT A - ELECTRONIC DATA RELEASE
00 73 10	SPECIFIC PROJECT REQUIREMENTS: TEMPORARY FACILITIES AND CONTROLS
00 73 16	INSURANCE PROGRAM - DCIP (GL only)
00 73 19	SAFETY REQUIREMENTS
00 73 36	EQUAL OPPORTUNITY

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS



PART 1 - GENERAL

1.1 SUMMARY

- A. The Project is being constructed through a design-bid-build delivery method where the Work will be subcontracted and coordinated by the Contractor.
- B. Selected Subcontractors and Suppliers have been invited to submit a lump sum Bid for the construction of the Work described in the Bidding Documents.
- C. Bidders are required to study carefully and conform to these instructions in order that their Bid(s) be complete, responsive and acceptable.

1.2 DEFINITIONS

- A. *NOTE: Terms of art and other words not specifically defined in these Instructions to Bidders have the same meaning as those used and/or defined in the Bidding Documents.
- B. Agreement: the form of agreement between Contractor and the Successful Bidder, as defined in the Form of Agreement section below.
- C. Addenda: written or graphic instruments issued by the Architect before the execution of the Subcontract, which instruments modify or interpret the Bidding Documents by addition, deletion, clarification, or correction.
- D. Alternate Bid or Alternate: an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents and the Specifications, is accepted by the Owner.
- E. Architect: the entity identified in the Bidding Documents that has entered into an agreement with the Owner to provide certain design services for the Project. The term "Architect" shall also refer to its sub-consultants.
- F. Base Bid: the amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or deleted for amounts stated in Alternate Bids and Unit Prices.
- G. Bid Form: the form upon which a Bid shall be submitted in accordance with the Bidding Documents.
- H. Bid: an offer of a Bidder submitted on a complete and properly executed Bid Form stating the sum(s) for performing the Scope(s) of Work set forth in the Bid Form submitted in accordance with the Bidding Documents.
- I. Bidder: the entity that submits a Bid for the Scope(s) of Work set forth in the Bid Form.
- J. Bidding Documents: consist of: (1) the Bidding Requirements; (2) the Drawings identified on the Invitation to Bid; (3) the Project Manual identified on the Invitation to Bid; (4) any other documents provided to Bidders for bidding purposes; and (5) all Addenda or amendments issued thereto.
- K. Bidding Requirements: consist of: (1) the Front End Document (including the Instruction to Bidders, Bid Form, and sample Agreement); (2) the associated Bid Package(s) (including the Invitation to Bid and Scope(s) of Work); (3) the Architect's Project Manual, to the extent it includes requirements related to bidding; and (4) all Addenda or amendments issued thereto.

- L. Bid Package: a discrete set of Bidding Documents, consisting of one or more Scopes of Work, an Invitation to Bid, and any other documents included or referenced in the Bid Package. Relative to any prior Bid Package, a subsequent Bid Package may include additional or revised Bidding Documents specific to the Bid Package. Contractor may solicit Bids for various portions of the overall Work of the Project through multiple Bid Packages to procure portions of the Work over time rather than bidding the entire Work of the Project at one time.
- M. Combination Bid: an offer of a Bidder submitted on a complete and properly executed Combination Bid Form stating the sum for performing the Scopes of Work set forth in the Combination Bid Form submitted in accordance with the Bidding Documents.
- N. Consultant: the entity that will enter into an agreement with the Contractor to provide professional services on the Project. These Front End Documents apply to Consultant, to the extent applicable.
- O. Contractor: the entity, identified as the Construction Manager at Risk in the Invitation to Bid, that has entered into an agreement with Owner to provide construction services on the Project.
- P. Scope of Work: the Work described and identified for a specific aspect of the Project.
- Q. Subcontract Documents: consist of (for bidding purposes): (1) the form of Agreement (as identified in the Form of Agreement section below); (2) the Prime Contract between Owner and Contractor (to the extent available at the time of Bid); (3) Drawings and Specifications as identified in the Bid Package; (4) all Addenda issued before the time for receiving Bids; and (5) all other documents identified in the form of Agreement. Upon execution of the Agreement, the Subcontract Documents shall be those set forth in the executed Agreement. For bidding purposes, the term "Contract Documents" in the form of Agreement between Supplier (Vendor) and Contractor shall have the same meaning as "Subcontract Documents."
- R. Subcontractor: the entity that will enter into an agreement with the Contractor to provide labor, with or without materials or equipment, for a particular Scope of Work.
- S. Successful Bidder: the Bidder to which Contractor, on the basis of the Contractor's evaluation, makes an award.
- T. Supplier (Vendor): the entity that will enter into an agreement with the Contractor to supply material and/or equipment for the Project. For bidding purposes, the term "Supplier (Vendor)" shall be replaced with "Subcontractor," unless otherwise noted.
- U. Unit Price: an amount stated in the Bid as a price per unit of measurement for material, equipment, or labor as described in the Bidding Documents.
- V. Work: For bidding purposes, the construction and services required by the Bidding Documents, including all labor, material, equipment, and services provided or to be provided by the Subcontractor or Supplier to fulfill the Subcontractor's or Supplier's obligation under the Subcontract or Contract Documents as defined above. Upon execution of the Subcontract or MATERIAL AND EQUIPMENT PURCHASE ORDER (MPO) Contract, the Work shall be as defined in the executed Agreement.
 - 1. Furnish: means furnish completely, including all Work and associated costs for: materials, shop drawings, transportation, insurance, field measurements, expediting,

shipping, handling, packaging, storage, touch up materials, Owner's manuals, training, and any other accessories required for a complete installation. Shipping methods and delivery dates for furnished items shall be coordinated with the receiver/installer and shall include all reasonable provisions required for unloading, including but not limited to a proper container and lift gate.

2. Install: means install completely, including all Work and associated costs for: receiving, unloading, unpacking, verification of quantity and condition, inventorying, hoisting, rigging, equipment, lifts, storage, hangers, supports, sleeves, coordination, layout, shop drawings, review of shop drawings by others, field measurements, excavation, backfill, dewatering, installation, cutting and patching, firestopping, daily clean up, inspections, documentation, protection of own Work and Work of others, rough-in, testing, as-built drawings, and all other accessories, services and facilities required for a complete installation. Repair or replace items damaged, misplaced, stolen, or otherwise deemed unfit for installation as determined by the Architect after proper inventorying of materials and/or equipment supplied by others.
3. Provide: means furnish and install completely, including all Work and associated costs for: furnishing, installing, materials, labor, equipment, layout, tools, and any other temporary or permanent facilities required to complete the Work.

1.3 THE BIDDING DOCUMENTS

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

1.4 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder, before submitting a Bid, to:
 1. carefully study and compare the Bidding Documents with each other, and with other Work being bid concurrently or presently under construction to the extent that it relates to the Scope of Work for which the Bid is submitted,
 2. visit and examine the Project site to become familiar with local conditions that may effect cost, progress, performance or furnishing of the services or Work;
 3. consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the services or Work; and
 4. notify the Contractor immediately of all conflicts, errors, inconsistencies or ambiguities discovered by Bidder in the Bidding Documents.
- B. Site Information
 1. Within the Bidding Documents, there may be reports of explorations and tests of subsurface conditions at or contiguous to the site of the Project ("Geotechnical Reports"). If Geotechnical Reports are available and not included in the Bidding Documents, they will be made available to Bidders upon request. Those bidding on a

- Scope of Work that may be impacted by subsurface conditions shall obtain and/or review the Geotechnical Reports.
2. The Bidding Documents may identify reports and/or drawings relating to Asbestos, PCB, Petroleum, Hazardous Waste, Radioactive Material or other hazardous materials (“Hazardous Materials”). Copies of these reports and drawings will be made available to Bidders upon request. Provisions relating to responsibilities for such conditions are set forth in the Subcontract Documents (for Subcontractors) or Contract Documents (for Suppliers).
 3. These reports, drawings and other documents referenced in this section are not part of the Subcontract Documents (for Subcontractors) or Contract Documents (for Suppliers). The Bidder is responsible for any interpretation, extrapolation or conclusion it draws from any technical data or any other data, interpretations, opinions or information contained in such reports or drawings or shown or indicated in other documents related to subsurface conditions or Hazardous Materials.
- C. Upon reasonable notice, Contractor and/or Owner will provide each Bidder access to the site to conduct such examinations, inspections and studies as each Bidder deems necessary for submission of a Bid.

1.5 INTERPRETATIONS AND ADDENDA

- A. All questions regarding the meaning or intent of the Bidding Documents are to be directed to the Contractor who will forward such questions to the Architect, if needed.
- B. Bidders shall promptly notify the Contractor of any ambiguity, inconsistency or error which they discover upon examination of the Bidding Documents, the Project site and the local conditions.
- C. Bidders requiring interpretation, clarification, correction or change of the Bidding Documents shall make a written request which must reach the Contractor within the time set forth in the Invitation to Bid.
- D. Written requests received after the deadline set forth in the Invitation to Bid may not be answered.
- E. Interpretations, clarifications, corrections and changes to the Bidding Documents considered necessary by the Contractor and/or Architect in response to such questions or otherwise will be made by Addenda.
- F. No Addenda will be issued later than the time set forth in the Invitation to Bid except for an Addendum withdrawing the request for Bids or postponing the date for receipt of Bids.
- G. Reasonable efforts will be made to deliver notifications of Addenda to all who are known to have received a complete set of Bidding Documents.
- H. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- I. It is the responsibility of each Bidder to ascertain and confirm, prior to submitting a Bid, that the Bidder has received all Addenda. Bidder shall also acknowledge its receipt of all Addenda in its Bid(s) on the Bid Form. Owner, Contractor, and Architect are not responsible for errors or omissions in Bids from Bidders who have not received all Addenda.

- J. Only interpretations, clarifications, corrections, and changes made by formal written Addenda are binding. Interpretations, clarifications, corrections, and changes to the Bidding Documents made in any other manner are not binding, and Bidders shall not rely upon them.
- K. In the case of an ambiguity, inconsistency or error in Bidding Documents not clarified by Addendum, the higher quality, more expensive option and/or greater quantity of Work shall be provided in accordance with the Contractor's interpretation.
- L. Failure of the Bidder to notify the Contractor of a known ambiguity, inconsistency or error in the Bidding Documents will waive the Bidder's right to seek additional compensation for such ambiguity, inconsistency or error.

1.6 SUBSTITUTIONS

- A. Unless otherwise specifically required, reference in the Specifications to any product, material, equipment, type or form of construction shall establish a minimum standard of quality and shall not be construed as limiting competition.
- B. The products, materials and equipment described in the Bidding Documents establish a standard of required design, spare parts availability, strength, durability, usefulness, serviceability, operating cost, convenience, and for the purpose intended to be met by any proposed substitution.
- C. Reference to standard specifications for basic materials shall not be modified for any substitutions proposed.
- D. No request for substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Contractor within the time set forth in the Invitation to Bid. Requests for substitution will not be considered when proposed with a Bid.
- E. Requests for substitutions will only be considered under the following procedures:
 - 1. The request is made under the "or approved equal" or the "or approved substitute" provisions of the Bidding Documents.
 - 2. The request is received within the time period set forth in the Invitation to Bid.
 - 3. The request includes the name of the material, product, equipment or system for which it is to be substituted, correlated to Specification section and page, and all basic data and characteristics of the proposed substitute so that a direct comparison may readily be made.
 - 4. The request complies completely with the other requirements for substitutions set forth in Division 01 of the Specifications.
- F. It is the sole responsibility of the Bidder making the request to submit complete descriptive and technical information necessary for the Architect to evaluate the substitution.
- G. The burden of proof of the merit of the proposed substitution is upon the Bidder making the request. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- H. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth by written Addendum. An approval of a request for substitution made in

any other manner will not be binding, and Bidders shall not rely upon an approval made in any other manner.

- I. No substitutions will be allowed subsequent to the notice of award to the Bidder unless specifically provided for in the Bidding Documents.

1.7 PRE-BID CONFERENCE

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

1.8 TIME AND PLACE TO RECEIVE BIDS

- A. Bids will be received until the time on the date indicated in the Invitation to Bid or indicated by Addendum. Bids received after this time may not be accepted.
- B. Bids shall be submitted at the place indicated in the Invitation to Bid or indicated by Addendum. Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- C. Bids shall be submitted as identified in the Invitation to Bid, specifically via e-mail OR via Building Connected.

1.9 THE BID

- A. Bids will be received from Bidders for the Scopes of Work identified in the Bidding Documents. Bids shall include all Work defined within the Scope of Work, including but not limited to the relevant Specification Section(s) and Bidding Documents.
- B. Bids are to include all overhead, profit, labor, applicable taxes, insurance, licenses, permits, tools, equipment, materials, services, labor, supervision and incidentals necessary or required for the completion of the Scopes of Work identified in the Bidding Documents, including costs of complying with the safety requirements included in the Bidding Documents.
- C. No Bidder may submit more than one (1) Bid per Scope of Work. Multiple Bids for the same Scope of Work from an individual or entity under the same or different names will not be considered.
- D. Bids shall include the following documents and attachments:
 - 1. Bid on the Bid Forms provided in the Bidding Documents
 - 2. Bidder's Scope of Work (copied from these Bidding Documents). Scope of Work shall be acknowledged by bidder's initials on each page.

1.10 PRE-QUALIFICATION OF BIDDERS

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

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

1.11 BIDDER REPRESENTATIONS

- A. Each Bidder, by submitting its Bid, represents that:
 - 1. The Bidder has examined, carefully studied and understands the Bidding Documents, including all Addenda and other related information, and its Bid is made in accordance therewith.
 - 2. The Bidder has read and understands the Subcontract Documents (for Subcontractors) or Contract Documents (for Suppliers) to the extent that such documentation relates to the Scope of Work for which its Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - 3. The Bidder has visited the site, familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Subcontract Documents (for Subcontractors) or Contract Documents (for Suppliers).
 - 4. The Bidder is familiar with all federal, state and local Laws and Regulations that may affect cost, progress or performance of the Work.
 - 5. The Bid is based upon materials, equipment and systems required by the Bidding Documents without exception unless otherwise approved.
 - 6. The Bid(s) have been derived at independently without consultation, communication or agreement as to any matter relating to the Bid(s) with any other Bidder or with any competitor.
 - 7. The Bidder will not later request, and will not later expect to receive, additional payment for Work related to conditions which could have been determined by examination of the site and the Bidding Documents.
 - 8. The Bidder will agree to contract under the form of Agreement set forth in Section 00 52 00, including Project-specific modifications, if any, made at a later time, without clarification or modification.
- B. By submitting a Bid, Bidder agrees that any protest, controversy, dispute or claim arising from the Invitation to Bidders, the Bidder's submission of the Bid, the Owner's or Contractor's rejection of any Bid and/or the award of a Subcontract or M&E Contract shall be subject to the same dispute resolution requirements as are set forth in the form of Agreement set forth in Section 00 52 00 applicable to the Scope of Work upon which the Bid is based, which are incorporated into these Instructions to Bidders by this reference.

1.12 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Prior to the time and date for the receipt of Bids, any Bid submitted may be modified or withdrawn by written notice to the party receiving Bids at the place designated for receipt of Bids.

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

1.13 REJECTION OF BIDS

- A. The Contractor and/or Owner reserve the right to reject any or all Bids, including, without limitation, the right to reject Bids that are incomplete, irregular, nonconforming, non-responsive, unbalanced, or conditional. An award may be made to other than the low bidder.

1.14 ACCEPTANCE OF BID (AWARD)

- A. It is the intent of the Contractor to award a Subcontract or M&E Contract to the lowest, responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, subject to Contractor's right to reject bids as stated in these Instructions to Bidders.
- B. In awarding the Subcontract or M&E Contract, the Contractor may take into consideration, among other items, the Bidder's skill, facilities, capacity, experience, responsibility, previous work record and financial standing, the necessity of prompt and efficient completion of Work, and the Bidder's other qualifications. The inability of any Bidder to meet the considerations mentioned above may be cause for rejection of the Bid.
- C. The Contractor and/or Owner may interview any and all Bidders before the Subcontract or M&E Contract is awarded. The interview will enable the Contractor and/or Owner to ask the Bidder questions about materials, labor, duration, Scope of Work, the Subcontract Documents (for Subcontractors) or Contract Documents (for Suppliers) or the Bidder's qualifications and abilities.
- D. The Contractor shall have the right to waive informality or irregularities in a Bid received and to accept the Bid which, in Contractor's judgment, is in the Contractor's best interest.
- E. The Contractor shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternate(s) accepted.
- F. The Successful Bidder will receive written notice of award of the Agreement.
- G. Submittals
 - 1. Successful Bidders shall, within seven (7) calendar days of the Notice of Award, submit the following information to the Contractor:
 - a. A designation of the Work to be performed by the Bidder with its own forces.
 - b. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.
 - c. A list of names of the lower-tier contractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
 - 2. Successful Bidders will be required to establish, to the satisfaction of the Contractor and Owner, the reliability and responsibility of the lower-tier contractors and suppliers proposed to furnish and perform the Work described in the Bidding Documents.

- a. Prior to the Notice to Proceed, the Contractor will notify the Bidder in writing if the Contractor or Owner, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Contractor or Owner has reasonable objections to a proposed person or entity, the Bidder may submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution.
 - b. The Contractor may accept the adjusted bid price or disqualify the Bidder.
3. Persons and entities proposed by the Successful Bidder to whom the Contractor and Owner have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed, except with the written consent.

1.15 SCHEDULE

- A. The Bidder agrees that if awarded the Subcontract or Material and Equipment Purchase Order (MPO), the Bidder will complete the Work in accordance with the Project Schedule. The Project Schedule has been included in Section 00 31 13.
- B. The Bidder hereby agrees to commence Work under the Subcontract or Material and Equipment Purchase Order (MPO) within seven (7) calendar days after the date of a "Notice to Proceed," unless otherwise stipulated in that notice.

1.16 BOND REQUIREMENTS

- A. Performance And Payment Bond
 1. The Bidder shall indicate the actual cost to furnish bonds covering the faithful performance of the Subcontract or M&E Contract and payment of all obligations in connection with the same. Bonds shall be issued by a surety company that is rated "A-" or better by A.M. Best Company. The surety shall have a per bond underwriting limit set forth in the most current United States Treasury Circular 570 List that is greater than or equal to the face value of the bond.
 2. Bonds (if required) shall be written on forms included in the Bidding Documents. Bonds shall be written in full amount of the Subcontract or Contract Sum and shall name the Contractor as obligee. The approved bond forms are included in Section 00 61 13.
- B. Contractor will only pay for the actual cost of the bond based upon an invoice from the surety.

1.17 INSURANCE

- A. This Project will have a Controlled Insurance Program ("CIP"), as set forth in Section 00 73 16.
- B. Per the CIP Manual, Bidders that are required to enroll in the CIP shall include in their base Bid the cost of providing the insurance required by the Subcontract and the CIP Manual for enrolled trade partners and exclude costs of onsite General Liability coverage and onsite Worker's Compensation Insurance. Bidders that are not required to enroll in the CIP shall include in their base Bid the cost of providing the insurance required by the Subcontract and the CIP Manual for non-enrolled trade partners.

1.18 FORM OF AGREEMENT

- A. The form of Agreement between the Contractor and a Subcontractor for the Work is the

Subcontract included in the Bidding Documents. See Section 00 52 00.

- B. The form of Agreement between Contractor and a Supplier to provide materials, goods, or equipment is the Material & Equipment Purchase Order (MPO) included in the Bidding Documents. See Section 00 52 00.
- C. The form of Agreement may be modified from the form included to reflect Project-specific provisions required by the Owner or by the final agreement between Owner and Contractor. Otherwise, the form of Agreement shall not be changed from the form that is included in the Bidding Documents. The Bidder shall include in its Bid all costs associated with executing the form of Agreement provided in Section 00 52 00.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 00 30 00
SITE ACCESS PLAN



PART 1 - GENERAL

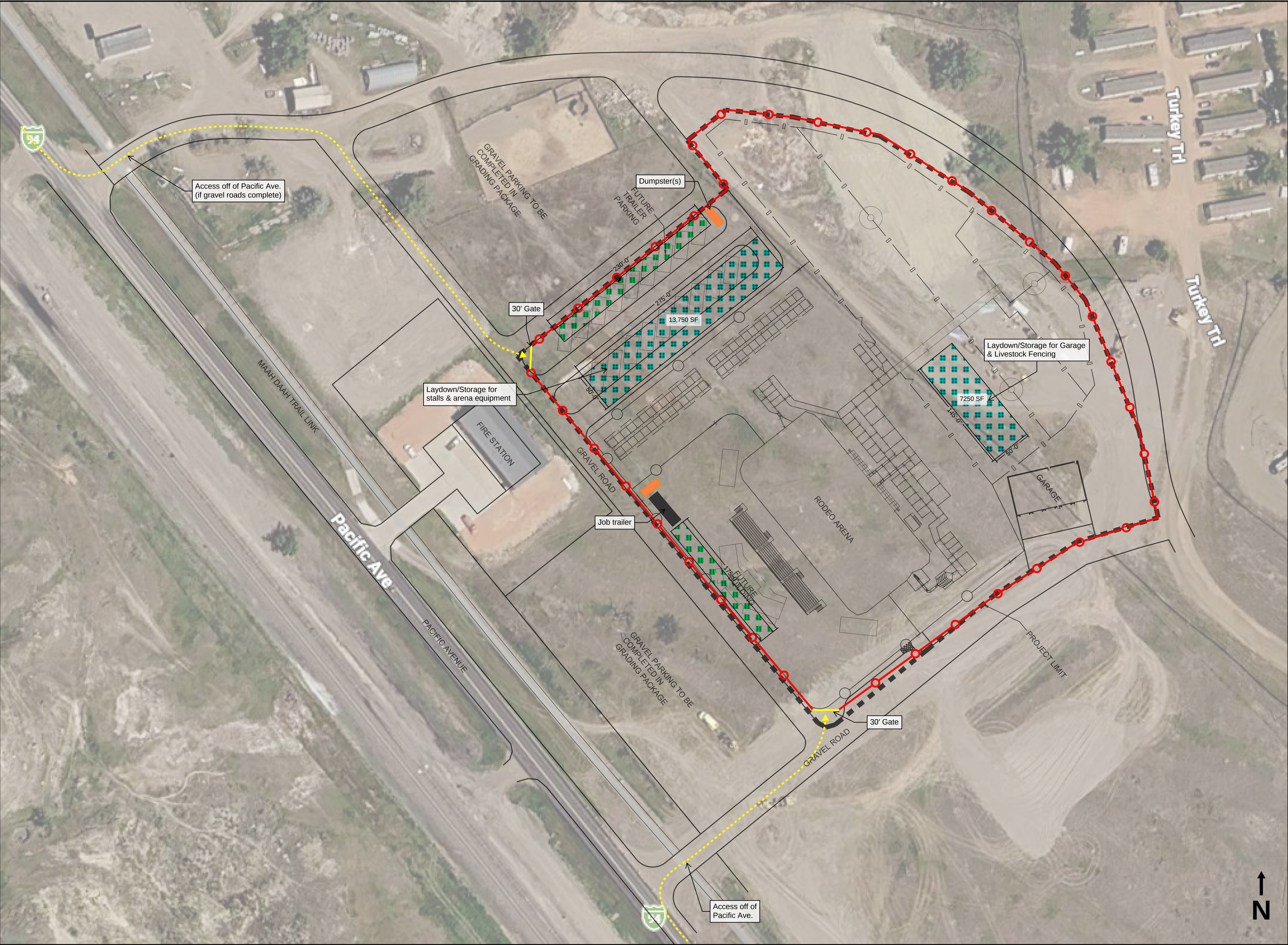
1.1 SUMMARY

- A. Site access and Logistics will be according to the plan included in this Section.
- B. Bidders acknowledge that the site access plan will be revised during the course of construction to accommodate the Work as it progresses.
- C. Reference Division 01 for other requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



PART 1 - GENERAL

1.1 SUMMARY

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 00 41 00.10
INDIVIDUAL SCOPE(S) BID FORM



Owner: **THEODORE ROOSEVELT MEDORA FOUNDATION**

Project: **TRMF Western Heritage Arena/Riding Stable** J.E. Dunn Project No.: **26034600**

Contractor: **J.E. Dunn Construction Company** Attn: **[Bid Taker]**

Name of Bidder: _____

Address of Bidder: _____ Phone: _____

Contact Name: _____ Email: _____

BASE BID INDIVIDUAL SCOPES OF WORK

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

Scope of Work #:	Description:	\$

Scope of Work #:	Description:	\$
Base Bid (words):		

Scope of Work #:	Description:	\$
Base Bid (words):		

Scope of Work #:	Description:	\$
Base Bid (words):		

Scope of Work #:	Description:	\$
Base Bid (words):		

Scope of work #:	Description:	\$
Base Bid (words):		

Bid Proposal Amounts:

Bid Proposal Amounts:

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

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

Alternates:

Bidder shall identify the (1) Scope of Work #/Name, (2) Alternate #/Description, (3) Bid Amount and if the Alternate value is an (4) ADD or a DEDUCT to the Base Bid for the applicable Scope of Work.

Scope # & Description	Alternate # & Description	Amount (figures)	ADD or DEDUCT

Unit Prices:

Bidder shall identify the Scope of Work No/Name, Unit Price Description, Amount for the ADD and DEDUCT to the Base Bid for the applicable Scope of Work.

Scope # & Description	Unit Price Description	Amount / Unit ADD	Amount / Unit DEDUCT

Addenda:

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

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

Changes in the Work:

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

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

\$_____.

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

Time of Commencement, Completion and Damages:

The Bidder agrees that if awarded a contract, Bidder will have Bidder's Work ready for either the follow-on contractor's work or the completion of Contractor's Work in accordance with the Project schedule. The Bidder agrees to commence work under the contract awarded to Bidder within seven (7) calendar days after the date of a "Notice to Proceed," unless otherwise stipulated in that notice.

Time is expressly declared to be of the essence in completion of the Work covered by this Bid, and the Bidder shall be liable for damages for delay in completion of Work.

General Agreements:

The Bidder agrees that Bidder has had an opportunity to examine the site of the Work and has examined the Bidding Documents, and that Bidder has carefully prepared Bidder's Bid upon the basis thereof and that Bidder has carefully examined and checked this Bid and the materials,

equipment, and labor required thereunder, the cost thereof, and its figures therefore, and hereby states that the amount or amounts set forth in this Bid Proposal Form

The Bidder acknowledges that the Contractor reserves the right to waive informalities and to reject any or all bids.

The Bidder agrees that this Bid shall not be withdrawn or altered for a period of Forty-Five (45) calendar days after the last date scheduled for the submission of bids.

By signing this Bid, Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder acknowledges that this Bid Proposal Form is required to be executed by an authorized officer of Bidder's company. Bidder further acknowledges that it is expressly reasonable for Contractor to rely on representations set forth in this Bid Proposal Form and the apparent authority of the individual executing it on behalf of the Bidder to bind the Bidder to the obligations herein.

By signing below, Bidder agrees to contract under the Subcontract Documents (for Subcontractors) or Contract Documents (for Suppliers) as provided (including Project-specific modifications, if any, made at a later time) without clarification or modification.

The undersigned Bidder agrees that, when these requirements have been completed, it will execute an agreement with the Contractor on the Subcontract or the M&E Contract exhibited in the Project Manual without modification.

DATED _____ DAY OF _____, 20 _____
THIS _____

Signature of Authorized Officer: _____

Printed Name of Authorized
Officer: _____

State of: _____ County of: _____

Attachments:

Contractor's Scope(s) of Work, initialed by Contractor or Supplier

END OF SECTION

SECTION 00 41 00.20
COMBINATION BID FORM



Owner: **THEODORE ROOSEVELT MEDORA FOUNDATION**

Project: **26034600** **TRMF Western Heritage
Arena/Riding Stable**

Contractor: **J.E. Dunn Construction
Company** Attn: **[Bid Taker]**

Name of Bidder: _____

Address of Bidder: _____ Phone: _____

Contact Name: _____ Email: _____

COMBINATION BIDS

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

Scope of Work #	Scope of Work Description
Base Bid (figures):	\$
Base Bid (words):	

Bid Proposal Amounts:

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

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

Alternates:

Bidder shall identify: (1) the Alternate No/Description; (2) the Bid Amount; and (3) if the Alternate value is an ADD or a DEDUCT to the Base Bid for the applicable Scope of Work.

If the Alternate Bid is for a Combination Bid, insert "Combination Alternate" under "Scope # & Description" followed by the remaining information.

Scope # and Description	Alternate # & Description	Amount (figures)	ADD or DEDUCT
Combination			
Combination			
Combination			
Combination			
Combination			
Combination			
Combination			
Combination			

Unit Prices:

Bidder shall identify the Scope of Work Number or Name, Unit Price Description, and Amount for the ADD and DEDUCT to the Base Bid for the applicable Scope of Work.

Scope # & Description	Unit Price Description	Amount / Unit ADD	Amount / Unit DEDUCT

Addenda:

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

addendum (number and date):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Changes in the Work:

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

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

\$ _____

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

Time of Commencement, Completion and Damages:

The Bidder agrees that if awarded a contract, Bidder will have Bidder's Work ready for either the follow-on contractor's work or the completion of Contractor's Work in accordance with the Project schedule. The Bidder agrees to commence Work under the contract awarded to Bidder within seven (7) calendar days after the date of a "Notice to Proceed," unless otherwise stipulated in that notice.

Time is expressly declared to be of the essence in completion of the Work covered by this Bid, and the Bidder shall be liable for damages for delay in completion of Work.

General Agreements:

The Bidder agrees that Bidder has had an opportunity to examine the site of the Work and has examined the Bidding Documents, that Bidder has carefully prepared Bidder's Bid upon the basis thereof, and that Bidder has carefully examined and checked this Bid and the materials, equipment, and labor required thereunder, the cost thereof, and its figures therefore, and hereby states that the amount or amounts set forth in this Bid Proposal Form is true and correct.

The Bidder acknowledges that the Contractor reserves the right to waive informalities and to reject any or all bids.

The Bidder agrees that this Bid shall not be withdrawn or altered for a period of Forty-Five (45) calendar days after the last date scheduled for the submission of bids.

By signing this Bid, Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder acknowledges that this Bid Proposal Form is required to be executed by an authorized

officer of Bidder's company. Bidder further acknowledges that it is expressly reasonable for Contractor to rely on representations set forth in this Bid Proposal Form and the apparent authority of the individual executing it on behalf of the Bidder to bind the Bidder to the obligations herein.

By signing below, Bidder agrees to contract under the Subcontract Documents (for Subcontractors) or Contract Documents (for Suppliers) as provided (including Project-specific modifications, if any, made at a later time) without clarification or modification.

The undersigned Bidder agrees that, when these requirements have been completed, it will execute an agreement with the Contractor on the Subcontract or the M&E Contract exhibited in the Project Manual without modification.

DATED _____ DAY _____, 20 _____
THIS _____ OF _____

Signature of Authorized
Officer: _____

Printed Name of Authorized
Officer: _____

State of: _____ County of: _____

Attachments:

Contractor's Scope(s) of Work, initialed by Contractor or Supplier

END OF SECTION

SECTION 00 52 00.10
CONTRACT BETWEEN CONTRACTOR AND
SUBCONTRACTOR



PART 1 - GENERAL

1.1 SUMMARY

- A. The form of Agreement between the Contractor and a Subcontractor for the Work is the Subcontract included in this Section 00 52 00.10.
- B. The form of Agreement may be modified from the form included to reflect Project-specific provisions required by the Owner or by the final agreement between Owner and Contractor. Otherwise, the form of Agreement shall not be changed from the form that is included in this Section. The Bidder shall include in its Bid all costs associated with executing the form of Agreement provided herein.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

This Subcontract, dated No Agreement Date Entered, is made by and between:

The Contractor:	J.E. Dunn Construction Company 766 Elks Drive, STE B Dickinson, ND 58601
And Subcontractor:	
For the Project:	TRMF Western Heritage Arena/Riding Stable 14532 I-94 Loop East Medora, , ND 58645 JE Dunn Project No. 26034600
The Owner of the Project is:	THEODORE ROOSEVELT MEDORA FOUNDATION PO BOX 198 MEDORA, ND 58645
The Architect for the Project is:	KRISTI W HANSON INC DBA KHA ARCHITECTS 72185 PAINTERS PATH, STE A PALM DESERT, CA 92260-2756

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

Article I. SAFETY

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

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

Article II. SUBCONTRACT DOCUMENTS

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

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

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

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

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

Article III. MUTUAL OBLIGATIONS

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

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

Article IV. SUBCONTRACT SUM AND SCOPE OF WORK

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

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

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

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

Article V. PAYMENT

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

Section 5.02 Based upon applications for payment submitted to Contractor by Subcontractor, the Contractor shall make progress payments to Subcontractor on account of the Subcontract Sum as provided below and elsewhere in the Subcontract Documents. The period covered by the

application for payment shall be one calendar month. Contractor shall pay Subcontractor each progress payment no later than five (5) business days after Contractor receives payment from Owner.

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

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

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

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

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

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

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

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

Article VI. SUBCONTRACT TIME

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

Section 6.02 Time is of the essence of this Subcontract.

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

delayed, an extension of time is allowable under the Subcontract, and such extension of time directly relates to the Subcontractor's Work as reasonably determined by Contractor and is specifically agreed to in writing.

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

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

Article VII. CHANGES

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

Section 7.02 If Subcontractor intends to make a claim for an increase in the Subcontract Sum or the Subcontract Time for any reason, including in connection with a written order from Contractor for a change, addition or omission in the Work, Subcontractor shall give Contractor written notice of such claim within seven (7) days of the occurrence of the event giving rise to the claim. In the case of a claim made in response to a written order, Subcontractor shall give the Contractor written notice of such claim within seven (7) days of the date Subcontractor receives the order. Subcontractor's written notice shall state the basis of the claim and, to the best of Subcontractor's ability based on then-available information, the amount and/or duration of the claim. A claim which will affect or become part of a claim which Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in the manner required by the Prime Contract at least two (2) business days prior to the date Contractor is required by the Prime Contract to submit such claim to Owner (but no later than seven (7) days after the occurrence of the event causing the claim). Subcontractor shall provide Contractor with all documentation and information necessary to prove and substantiate Subcontractor's claim no later than the earlier of: (a) at least two (2) business days prior to the date required by the Prime Contract; or (b) the thirtieth (30th) day after the occurrence of the event causing the claim. For any claim which will affect or become part of a claim which Contractor is required to make under the Prime Contract, Subcontractor's failure to make a timely claim shall bind Subcontractor to the same consequences as those to which Contractor is bound. Subcontractor waives any claim not submitted in strict accordance with the requirements of this Section.

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

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

Article VIII. EXECUTION AND PROGRESS OF THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article IX. REMEDIES

Section 9.01 Contractor's Remedies

- (a) Damages for delay, including those assessed against Contractor pursuant to the Prime Contract, shall be assessed against Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable.

- (b) Subcontractor shall be in default of this Subcontract if, at any time, it: (1) refuses or neglects to supply sufficient and properly skilled workers; (2) refuses or neglects to supply materials of the proper quality; (3) fails in any respect to prosecute the Work with promptness and diligence; (4) makes a general assignment for the benefit of its creditors, has a receiver appointed to take over its affairs, or, in the opinion of Contractor, becomes financially or legally incapable of completing the work; or (5) fails in the performance of any of the covenants contained in this Subcontract. If Subcontractor fails to correct its default with diligence and promptness within three (3) days after written notice from Contractor, then Contractor may, without additional written notice or prejudice to any other remedy, either: (i) provide such labor, materials, or services or other Work as is required by this Subcontract; or (ii) terminate the employment of Subcontractor for the Work, enter upon the premises, take possession of all materials, tools, and appliances on the premises for the purpose of completing the Work, employ any other person or persons to finish the Work, and provide the materials required under this Subcontract. Contractor shall be entitled to recover all of its expense under this Section including all labor, materials, services (whether by Contractor or others) and any other cost (including reasonable attorneys' and consultants' fees) or damages incurred as a result of Subcontractor's default. Contractor may withhold payment and deduct the expense, costs and damages resulting from Subcontractor's default from any money then due or that may become due to the Subcontractor under this Subcontract. If such expense exceeds the unpaid balance of the amount to be paid under this Subcontract, the Subcontractor shall pay the difference to Contractor on demand. If this Subcontract is terminated, the Subcontractor shall not be entitled to receive any further payment under this Subcontract until the Work is complete and a final resolution of all claims, damages, losses, and expenses arising out of or resulting from performance of the Work has been achieved, and Owner has paid Contractor in full for all Work performed by Subcontractor under this Subcontract.
- (c) If at any time there is evidence of any invoice, bill, lien, or claim arising from Subcontractor's operations under this Subcontract or any other agreement between the Parties ("Claim") for which Contractor, Owner, a surety, or any property, may be or become liable or subject to, then Contractor shall have the right to retain out of any payment then due or that may become due to Subcontractor, an amount sufficient to discharge such Claim and reimburse Contractor, Owner, and any surety for all costs and expenses (including reasonable attorneys' and consultants' fees) in connection with such Claim. If Subcontractor has failed to resolve a Claim or provide a bond to protect Owner, Contractor and any surety against such Claim within ten (10) days after written notice, Contractor, Owner or a surety shall have the right to make payment on such Claim out of funds due or to become due the Subcontractor. Subcontractor agrees to provide any additional releases, waivers, statements of account, invoices, Change Orders, Change Order requests, or any other documents reasonably required by Contractor to evaluate and effectuate timely payment of a Claim, including, but not limited to, documents requested to verify amounts to which Subcontractor's lower-tier subcontractors and suppliers may be entitled. Subcontractor shall defend, indemnify and hold harmless the Contractor, the Owner and surety for all claims or amounts any of them may be liable, become liable or have in good faith paid in discharging any Claim, including any associated costs and expenses (including reasonable attorneys' and consultants' fees). The rights and obligations hereunder shall not apply in the event that the Claim arises from Contractor's failure to make payment to Subcontractor in accordance with the Subcontract.
- (d) If Subcontractor fails to clean up as provided in the Subcontract Documents, Contractor shall give Subcontractor written notice to comply within twenty-four (24) hours. If Subcontractor fails to comply within twenty-four (24) hours, Contractor is authorized to perform the cleanup and to assess Subcontractor a reasonable charge. The Subcontract Sum will be reduced for Contractor's cleanup costs.

Section 9.02 Subcontractor's Remedies: If Contractor does not pay Subcontractor through no fault of Subcontractor, within seven (7) days from the time payment should be made as provided in this Subcontract, Subcontractor may, without prejudice to any other available remedies, upon seven (7) additional days' written notice to Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate written modification, be increased by the amount of Subcontractor's reasonable costs of demobilization, delay and remobilization.

Section 9.03 Mutual Waiver of Consequential Damages: Contractor and Subcontractor waive claims against each other for their own consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either Party's termination. This waiver shall not apply to any damages assessed against Contractor in accordance with the Prime Contract, or damages related to Subcontractor's indemnification obligations.

Article X. INDEMNITY

Section 10.01 To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Owner, Contractor, other parties that Contractor is required to indemnify under the Prime Contract, and employees of any of them from and against claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' and consultants' fees, arising out of or resulting from performance of Subcontractor's Work under this Subcontract, but only to the extent caused by the negligent acts or omissions of the Subcontractor, Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. However, Subcontractor shall not be required to indemnify any indemnified party to the extent any such claim, damage, loss, or expense was caused by the negligence or other fault of such indemnified party. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

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

Article XI. WARRANTY

Section 11.01 Subcontractor warrants to Contractor and all other parties that Contractor warrants its work to as set forth in the Prime Contract that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, Owner, or Contractor, Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

Article XII. INSURANCE

Section 12.01 Subcontractor shall comply with the requirements of Exhibit E. Subcontractor's compliance with the requirements of Exhibit E is a condition precedent to payment. Subcontractor's failure to comply with the requirements of Exhibit E is a material breach.

Article XIII. BONDS

Section 13.01 Contractor shall have the right to require Subcontractor to furnish bonds providing for the faithful performance of the Subcontract and the payment of all obligations arising under the Subcontract on Contractor's standard form (or such form as required by law) the cost of which will not be included in the Subcontract Sum. Subcontractor shall invoice Contractor the cost of such bonds separately with no markup which must be supported by an invoice from the Subcontractor's surety or surety broker. Contractor will reimburse Subcontractor for the cost of such bonds separately. Bonds shall be issued by a surety company that is rated "A-" or better by A.M. Best Company, has a per bond underwriting limit set forth in the most current United States Treasury Department Circular 570 List that is greater than or equal to the face value of the bond, and approved by the Contractor.

Article XIV. MEDIATION AND BINDING DISPUTE RESOLUTION

Section 14.01 Mediation

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

Section 14.02 Binding Dispute Resolution

- (a) Any claim not resolved by mediation shall be resolved in the manner described in this Section.
- (b) Subcontractor shall be bound by all decisions, interpretations, and findings of fact or law, whether express, implied, interim, or final (each a "Decision," and collectively "Decisions"), arising out of the claim and dispute resolution processes set forth in the Prime Contract to the extent: (1) such Decisions relate to or affect the Work or services subcontracted to Subcontractor; (2) any claim by Owner against Contractor involves the performance of Subcontractor; or (3) any claim of Subcontractor gives rise to a claim by Contractor against Owner. The initiation of claim or dispute resolution under the Prime Contract shall stay dispute resolution under this Subcontract on any claim or issue brought by Subcontractor related to the dispute under the Prime Contract.
- (c) To the extent Subcontractor will be bound as set forth above, Contractor agrees to Subcontractor's participation (and joinder if requested) in such claim or dispute resolution process, and Subcontractor may appeal (in the event Subcontractor has been joined as a party), or request Contractor to appeal, any Decision pursuant to the claim or dispute resolution procedure of the Prime Contract. Subcontractor and Contractor shall individually bear the costs associated with their own claims in such appeal. A Party will follow the other Party's directions regarding the other Party's claims, unless such directions adversely affect the Party's own claims. In that event the Parties will agree on how to proceed. Each Party will give the other Party reasonable assistance.
- (d) Subcontractor consents to joinder in any dispute or claim resolution process under the Prime Contract, including arbitration. This agreement to arbitrate and agreement to arbitrate with another person or persons, if applicable, shall be specifically enforceable under applicable law in any court having jurisdiction.
- (e) Any claim or dispute not involving the Prime Contract or not waived in this Subcontract shall be subject to arbitration, which arbitration shall be conducted in accordance with the then-current Construction Industry Arbitration Rules promulgated by the American

Arbitration Association. Prior to arbitration, the Parties shall endeavor to resolve claims and disputes by mediation. In the event of arbitration, the award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

- (f) Unless otherwise agreed in writing by the Contractor and subject to Section 9.02, the Subcontractor shall continue to fully perform its Work and maintain its progress during any dispute or any claim under this Subcontract.
- (g) The provisions of this Article supersede provisions of the Prime Contract or other Subcontract Document terms, if any, to the contrary.
- (h) To the fullest extent permitted by law and without limiting any other provision in this Subcontract, if either Party asserts a claim against the other Party in a lawsuit or arbitration proceeding, the prevailing Party shall be entitled to recover its costs, including reasonable attorneys' and consultants' fees, incurred in connection with prosecuting or defending against that claim. To qualify as a prevailing Party, a Party must either successfully defend against a claim asserted against it or recover monetary or equitable relief on a claim that the Party asserts. Subcontractor shall pay any reasonable attorneys' and consultants' fees and costs incurred by or assessed against Contractor in connection with any claim that Subcontractor requests that Contractor assert on Subcontractor's behalf under the claim or dispute resolution procedure of the Prime Contract.

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

Article XV. TERMINATION, SUSPENSION AND ASSIGNMENT

Section 15.01 Termination

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

Section 15.02 Suspension

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

Section 15.03 Assignment

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

Section 15.04 Collateral Assignment. To the extent Contractor consents to a collateral assignment, any such assignment shall include the following language: "It is agreed the funds to be paid to the Assignee under this Assignment are subject to satisfactory performance of the Subcontract under which this Assignment is made (this "Subcontract") by the Assignor (the "Subcontractor") and subject to payment of all

invoices, bills, claims, or liens for services rendered or materials supplied for the performance of any portion of the Work called for in this Subcontract with Contractor or any other subcontract agreement between Contractor and Subcontractor. Contractor reserves the right to set-off against any funds which may be due Subcontractor by Contractor or funds to be paid the Assignee the amount of any claim or liens arising under or through this or any other subcontract agreement with the Subcontractor.”

Article XVI. MISCELLANEOUS PROVISIONS

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

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

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

Section 16.04 **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

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

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

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

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

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

CONTRACTOR: J.E. Dunn Construction Company

SUBCONTRACTOR:

Signed:

Signed:

Name:

Name:

Title:

Title:

License No.:

License No.:

FEIN:

(if no FEIN, enter business owner SSN)

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

1. Prime Contract dated _____, including any General and Supplementary Conditions, and all exhibits and amendments thereto.
2. Contractor's Front End Documents dated _____, and all supplements and amendments thereto.
3. Project Manual, prepared by _____ dated _____.
4. Drawings and Specifications prepared by _____. A list of the Drawings is as follows:
 - A. Bid Package No. __: _____
 - B. Bid Package No. __: _____
 - C. etc
5. Addenda as follows: _____

SUBCONTRACTOR NAME
SUBCONTRACTOR ADDRESS

SUBCONTRACT SUM

The Subcontract Sum for this Subcontract shall be OR shall not exceed the Guaranteed Maximum Price (GMP) of: _____
(\$_____). If GMP, Attachment 1 to this Exhibit sets forth the terms of the GMP.

Unit prices for this Subcontract Sum, if any, are:

1. Unit Price Description - Unit Price Amount: \$Amount/Unit

Allowances included in this Subcontract Sum, if any, are:

1. Allowance Description - \$Amount

The Alternates included in the Subcontract Sum for this Subcontract, if any, are:

1. Alternate # - Alternate Description: \$Amount ADD / DEDUCT

Other Alternates NOT included in the Subcontract Sum for this Subcontract, if any, are:

1. Alternate # - Alternate Description: \$Amount ADD / DEDUCT

Scope of Work to follow

SECTION 00 52 00.30
MATERIAL AND EQUIPMENT PURCHASE ORDER
(MPO)



PART 1 - GENERAL

1.1 SUMMARY

- A. The form of Agreement between Contractor and a Supplier (Vendor) to provide materials, goods, or equipment is the Materials and Equipment Purchase Order (“MPO”) included in this Section 00 52 00.30.
- B. The form of Agreement may be modified from the form included to reflect Project-specific provisions required by the Owner or by the final agreement between Owner and Contractor. Otherwise, the form of Agreement shall not be changed from the form that is included in this Section. The Bidder shall include in its Bid all costs associated with executing the form of Agreement provided herein.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

This PO, dated No Agreement Date Entered, is made between:

The Contractor:	J.E. Dunn Construction Company 766 Elks Drive, STE B Dickinson, ND 58601
And Vendor:	
For the Project:	TRMF Western Heritage Arena/Riding Stable 14532 I-94 Loop East Medora, , ND 58645 JE Dunn Project No. 26034600
The Owner of the Project is:	THEODORE ROOSEVELT MEDORA FOUNDATION PO BOX 198 MEDORA, ND 58645
The Architect for the Project is:	KRISTI W HANSON INC DBA KHA ARCHITECTS 72185 PAINTERS PATH, STE A PALM DESERT, CA 92260-2756

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

CONTRACTOR: J.E. Dunn Construction Company

VENDOR:

Signature:

Signature:

Name:

Name:

Title:

Title:

License No.:

License No.:

FEIN:

(if no FEIN, enter business owner SSN)

MATERIALS AND EQUIPMENT PURCHASE ORDER TERMS AND CONDITIONS

Article I. CONTRACT DOCUMENTS

Section 1.01 The Contract Documents for this Material and Equipment Purchase Order ("PO") consist of the following: (a) Material and Equipment Purchase Order, these Terms and Conditions, Exhibit A: Documents Incorporated by Reference, Exhibit B: Contract Sum & Scope of Work, Exhibit C: Supplemental Conditions, Exhibit D: Owner's Tax Exemption, and any other attached Exhibits; (b) the provisions of the Prime Contract between Owner and Contractor identified in the PO, and all Modifications thereto; (c) Drawings and Specifications, as identified in the PO, and all Modifications thereto; and (d) all other documents identified in the PO. To the extent of a conflict between these Terms and Conditions and the Prime Contract, these Terms and Conditions shall govern such conflict.

Section 1.02 Vendor shall assume toward Contractor all obligations and responsibilities that Contractor, by way of the Prime Contract, assumes toward Owner and shall have the benefit of all rights, remedies, and redress against Contractor that Contractor, by those same Prime Contract terms, has against Owner, insofar as applicable to Vendor.

Article II. VENDOR'S OBLIGATIONS, ACKNOWLEDGEMENTS & WARRANTY

Section 2.01 Vendor shall comply with all terms of the PO. By the dates established by Contractor, Vendor shall provide all materials and equipment (collectively, "Goods") and all installation, commissioning, or other services (collectively, "Services") (Goods and Services collectively, the "Work") as required by the Contract Documents and in conformance with the Contract Documents, including the Schedule, Specifications, and Drawings. Contractor shall be entitled to reject any Goods or Services not in compliance with the Contract Documents. Vendor shall timely submit or resubmit any and all shop and fabrication drawings, design and performance data, certificates, tests, samples, operating and/or maintenance manuals, schedules, color selections and descriptive product data required by the Contract Documents. Approval of any of the foregoing by Contractor shall not alter the requirements of any Contract Documents for quality, quantity, finish, dimension, design, and configuration; nor shall such approval or the lack thereof relieve Vendor of any of its responsibilities to Contractor pursuant to the PO.

Section 2.02 By executing the PO, Vendor warrants the following:

- (a) Title to the Goods shall, contingent upon payment by Contractor, vest in Contractor directly upon delivery at the Project site, or such location as directed, free and clear of any security interest, claim, or lien of any nature;
- (b) Unit prices listed for open quantity orders shall remain firm until the Delivery Date;
- (c) Vendor has included the cost of all Goods, Services, designs, drawings, tests, samples, field measurements, mockups, shipping, and delivery required or necessitated by the PO in the Contract Sum; and
- (d) All Goods shall be new unless otherwise specified, all Goods and Services shall be free from defect and shall conform with the requirements of the Contract Documents (as applicable), all such Goods and Services not conforming to these standards may be considered defective, and Vendor shall bear the entire cost of altering, reworking, and refinishing any manufactured or fabricated any such defective Work. Such warranty shall survive delivery and shall not be deemed waived either by reason of Contractor's acceptance of Goods or Services or by payment for them. Such warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by any Contract Documents.

Section 2.03 Time is of the essence for delivery of the Goods and/or performance of the Services, and Contractor is relying on such delivery or performance by the dates established in this PO and as otherwise required by the Contract Documents in order to timely complete the Project. Vendor acknowledges and warrants that payment by Contractor, under the PO, is conditioned upon timely delivery to Contractor of any Goods and/or performance of any Services in sound, usable, and acceptable condition and fully complying with the Contract Documents. Nothing in the PO shall be construed to create a contractual relationship between Contractor and any shipper of Goods retained by Vendor. Vendor is solely responsible for arranging for delivery of Goods without liability to Contractor. The risk of loss for Goods covered by the PO, whether in a deliverable state or otherwise, shall remain with Vendor until delivered to the location as herein directed, and actually received by Contractor, and any damage to Goods or loss of any kind occasioned in transit shall be borne by Vendor notwithstanding the manner in which Goods are shipped or who pays the freight or other transportation cost. Unless otherwise provided, Vendor shall ship all Goods to the location indicated in the PO prepaid. Failure to ship as required by the PO and any resultant claims by carriers against Contractor for shipping costs shall be set off against the Contract Sum.

Section 2.04 If the PO includes Services by Vendor or Vendor is otherwise entering the Project site, Vendor shall take necessary precautions to protect properly the work of others from damage caused by operations under the PO. Vendor shall cooperate with Contractor, other parties, and Owner, whose work might interfere with Vendor's Work. Vendor shall participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising Contractor of potential conflicts between the Services of Vendor and that of Contractor, other parties, and Owner. Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of Vendor's Services. Vendor shall take reasonable safety precautions with respect to installation and shall comply with safety measures initiated by Contractor, including Contractor's Safety and Health Program located at <https://jedunn.com/trade-partners/> (which is incorporated into this PO by reference), and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property. Vendor shall comply with any other safety requirements reasonably established by Contractor. Vendor shall comply with any other safety requirements established in the Prime Contract. Vendor must send MSDS to Contractor, ATTN: Safety Dept. and provide with Goods at time of delivery. OSHA Hazard Communication Standard (29 CFR § 1910.1200).

Section 2.05 To the fullest extent permitted by law, Vendor shall protect, hold harmless, defend, and indemnify Contractor, Owner, and any other party for which Contractor is responsible for indemnifying under the Prime Contract, and each of their officers, employees, and agents, from all liabilities, cost, losses, damages, expenses, causes of action, claims, or judgments (including attorneys' and consultants' fees) arising out of the performance of the PO or the supplying of Goods and/or performing the Services identified herein, to the extent relating to or arising from: (a) bodily injury, sickness, disease, or death sustained by any person or damage to property of any kind; (b) any alleged or actual infringement or violation of any intellectual property rights; or (c) violations of law, code, ordinance, or other legal requirements; but only to the extent caused by the acts, omissions, negligence, or other fault of Vendor or its officers, employees, agents, servants, subcontractors and

consultants, or any party for which Vendor is legally liable. The foregoing indemnity provisions shall not be construed to negate, abridge, or otherwise reduce any other rights of the parties at law or in equity.

Article III. CHANGES

Section 3.01 Contractor and Vendor may make changes to the Work by mutually executing a Change Order, which shall constitute final settlement of all matters relating to the change in the Work as described in the Change Order. Without such Change Order, a request for payment for any change in the Work will not be honored.

Section 3.02 If Vendor intends to make a claim for an adjustment to the Contract Sum for any reason, including in connection with a written order from Contractor for a change, addition, or omission in the Work, Vendor shall give Contractor written notice of such claim within seven (7) days of the occurrence of the event giving rise to the claim. In the case of a claim made in response to a written order, Vendor shall give Contractor written notice of such claim within seven (7) days of the date Vendor receives the order. A claim which will affect or become part of a claim which Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in the manner required by the Prime Contract at least two (2) business days before the date Contractor is required by the Prime Contract to submit such claim to Owner (but no later than seven (7) days after the occurrence of the event causing the claim). Vendor shall provide Contractor with all documentation and information necessary to prove and substantiate Vendor's claim no later than the earlier of: (a) at least two (2) business days before the date required by the Prime Contract; or (b) the thirtieth (30th) day after the occurrence of the event causing the claim. For any claim that will affect or become part of a claim that Contractor must make under the Prime Contract, Vendor's failure to make a timely claim shall bind Vendor to the same consequences as those to which Contractor is bound.

Article IV. PAYMENT

Section 4.01 Contractor shall pay Vendor for the performance of the PO, subject to additions and deductions by mutually agreed upon and executed change orders, the price ("Contract Sum") set forth in Exhibit B, which includes all applicable taxes (other than those subject to exemption pursuant to Exhibit D). Vendor shall submit an application for payment to Contractor after achieving the applicable milestone identified in the PO and at least five (5) business days before the date the Prime Contract requires that Contractor submit Contractor's application for payment to Owner. A timely submitted application for payment shall be included in the next application for payment which Contractor is entitled to submit to Owner. Contractor shall pay Vendor within five (5) business days after Contractor receives payment from Owner under the Prime Contract, unless a different payment timeline or cadence is indicated in Exhibit B.

Section 4.02 Before issuance of any payment, Vendor shall submit evidence satisfactory to Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Work have been satisfied or will be satisfied with the payment submitted by Contractor. Vendor shall provide Contractor lien waivers for payments made upon Contractor's request.

Section 4.03 If at any time there shall be evidence of any invoice, bill, lien, or claim (hereafter "claim") arising out of Vendor's performance or non-performance of the PO, and if such claim is not satisfied by Vendor, Contractor might become liable, Contractor shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to indemnify against such claim completely. Vendor shall, contingent on Contractor being in compliance with the payment obligations in the PO, defend and fully indemnify Contractor against all liability for any payment claims and liens for labor, taxes, materials, appliances, equipment, and supplies provided to the Project by Vendor, including attorneys' and consultants' fees.

Article V. INSURANCE

Section 5.01 Vendor shall maintain insurance required by the Contract Documents for vendors/suppliers, and if not specifically called out in the Contract Documents, Vendor shall maintain those coverages that are commercially reasonable for the operations undertaken by Vendor.

Section 5.02 If Vendor is providing Goods or performing Services involving any design or other professional services, Vendor shall carry professional liability coverage with limits not less than the greater of the limit required by the Contract Documents or \$1,000,000 per claim.

Section 5.03 If the Work includes Services by Vendor on the Project site, Vendor shall submit evidence of insurance meeting the greater of (1) the requirements of the Contract Documents and (2) the following minimum requirements: (a) Workers' Compensation in accordance with the provisions of the applicable jurisdiction and Employers Liability with a minimum of \$500,000 per occurrence; (b) Commercial General Liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage, including contractual liability, and products and completed operations coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, such coverage remaining in force for the longer of eight years and the duration of the applicable statute of repose; (c) Automobile Liability, including owned, non-owned, and hired vehicles, with a combined single limit for each accident of not less than \$1,000,000; and (d) Excess or Umbrella Liability with a limit of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

Section 5.04 Vendor shall name Contractor and any other party required by the Prime Contract as additional insureds on all liability policies (other than professional liability) and the policies shall be endorsed with a waiver of subrogation in favor of the additional insureds.

Article VI. DEFAULT, TERMINATION & DISPUTES

Section 6.01 Contractor may terminate the PO for its convenience upon notice to Vendor, in which case Vendor shall be entitled to recover only those costs relating to Work performed before termination and reasonable costs incurred due to the termination. If such termination stems from a

termination of Vendor's scope under the Prime Contract, Vendor shall only be entitled to recover those costs which Contractor is entitled to and recovers from Owner under the Prime Contract. Further, should Vendor at any time refuse or neglect to supply a sufficiency of Goods and/or perform Services of the proper quality, or fail in any respect to prosecute the performance of the PO with promptness and diligence or fail in the performance of any of the covenants contained herein, Contractor shall, in Its discretion, be at liberty after three (3) days' notice to Vendor to either: (a) provide any such Goods and/or perform any such Services and to deduct the cost thereof from any money then due or thereafter to become due to Vendor under the PO, or otherwise seek the recovery of all such costs from Vendor; or (b) Contractor may terminate the PO for cause, and seek all available remedies in the PO, at law, and in equity.

Section 6.02 Vendor and Contractor waive claims against each other for their own consequential damages arising out of or relating to the PO, including without limitation, any consequential damages due to either party's termination. This waiver does not bar Contractor's recovery of any damages assessed against it through the Prime Contract or otherwise arising from Vendor's indemnity obligations under the PO for third-party claims.

Section 6.03 The PO is made and shall be interpreted and enforced in accordance with the laws of the place of the Project. Any dispute arising under or relating to the PO that is not disposed of by agreement shall be decided as follows: (a) if involving a matter relating to Owner, in the same manner provided by the Prime Contract for such a dispute. Vendor consents to its joinder in such a matter and agrees that any decision or judgment arising therefrom shall be binding upon Vendor; and (b) if not involving Owner, by arbitration occurring in the state where the Project is located administered by the American Arbitration Association in accordance with the then-current Construction Industry Arbitration Rules of the American Arbitration Association. As a condition precedent to arbitration, the parties shall first endeavor to resolve the dispute through mediation with a mutually agreed upon mediator.

Article VII. MISCELLANEOUS PROVISIONS

Section 7.01 Vendor represents that it is an independent contractor and warrants that in carrying out the Work, it will act as and be an independent contractor and not as an agent of Contractor.

Section 7.02 Vendor shall use Contractor's electronic delivery and signature process facilitated by a third-party administrator. Such digital/electronic signatures shall have the same legal effect as a written signature. Vendor shall be solely responsible for ensuring that an authorized representative of Vendor signs the PO and other documents utilizing Contractor's electronic signature process. Vendor shall not contest the validity or enforceability of any signature provided through Contractor's electronic signature process. Vendor also agrees to the electronic delivery of the fully executed PO and other documents in a .pdf format via email. Either party may copy the completed PO and other documents for electronic storage in a non-editable format. Following the electronic storage of these documents, any hard copy printout of the electronically stored information will constitute an original document.

Section 7.03 The PO constitutes the entire agreement between the parties with respect to the subject matter contained in the PO and supersedes all prior agreements, understandings and negotiations between the parties. The PO contains every obligation and understanding between the parties relating to the subject matter of the PO, merges all prior discussions, negotiations and agreements, if any, between them, and neither party shall be bound by any representation, warranty, covenant, or other understanding unless it is in writing and duly executed by the parties. Any and all competing terms unilaterally issued by Vendor shall be deemed void ab initio. The PO may not be amended or modified, except by a written agreement signed by all parties.

Section 7.04 Each provision of the PO shall be enforced according to its terms and that no provision shall be construed in a manner which renders it invalid or unenforceable. However, if any provision of the PO is determined to be invalid or unenforceable, such provision shall be severed from the PO and the remaining provisions shall remain intact and shall constitute the PO between the parties without regard to the invalidated provision.

Section 7.05 Each party recognizes that the PO is a legally binding contract and acknowledges that it has had the opportunity to consult with legal counsel of its choice. In any construction of the terms of the PO, the terms shall not be construed against either party on the basis of that party being the drafter of such terms.

Section 7.06 Vendor shall not assign the PO without the written consent of Contractor. The PO may be assigned to a subcontractor by Contractor or to Owner as provided in the Prime Contract.

Section 7.07 This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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

1. Prime Contract dated _____, including any General and Supplementary Conditions, and all exhibits and amendments thereto.
2. Contractor's Front End Documents dated _____, and all supplements and amendments thereto.
3. Project Manual, prepared by _____ dated _____.
4. Drawings and Specifications prepared by _____. A list of the Drawings is as follows:
 - A. Bid Package No. __: _____
 - B. Bid Package No. __: _____
 - C. etc
5. Addenda as follows: _____

VENDOR NAME

VENDOR ADDRESS

CONTRACT SUM

The Contract Sum for this PO shall be: _____ (\$_____).

Unit prices for this PO, if any, are:

1. Unit Price Description: \$_____/Unit

Allowances included in this PO, if any, are:

1. Allowance Description: \$_____

The Alternates included in the Contract Sum for this PO, if any, are:

1. Alternate #__ - Alternate Description: \$_____ ADD / DEDUCT

Other Alternates NOT included in the Contract Sum for this PO, if any, are:

1. Alternate #__ - Alternate Description: \$_____ ADD / DEDUCT

SCHEDULE:

Submittals to be submitted no later than _____, 20_____.

Delivery no later than ____ (#) weeks after approved submittals OR by _____, 20__.

PAYMENT:

Net _____ (#) days or in accordance with the Prime Contract requirements.

Scope of Work to follow

The following General Requirements apply:

1. [See Front End Document. OR See Project Manual. OR See Front End Document and Project Manual OR list project specific items.]

SECTION 00 61 13
PERFORMANCE AND PAYMENT BOND



PART 1 - GENERAL

1.1 SUMMARY

- A. The Performance and Payment Bond, if required, shall be written on the form attached to this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



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

SUBCONTRACTOR PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That _____
(Include Subcontractor's Legal Business Name and Address)

(hereinafter called "Principal"), as Principal and _____
(Include Surety's Legal Business Name and Address) Organized and existing under the laws of the state of _____ (hereinafter called the "Surety"), as
Surety, are held and firmly bound unto J.E. Dunn Construction Company, (hereinafter called the "Obligee") in the sum of

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

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

by _____
(Include Name and Address of Project Owner)

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

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

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

The said Surety agrees that no change, increase in the Subcontract Sum, extension of time, alteration, addition, omission, or
other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said Work to be performed, or in
the specifications, or in the plans, shall in anywise change its obligation on this Bond, and it does hereby waive notice of any such changes,
increases, extensions of time, alterations, additions, omissions, and other Modifications. The Penal Sum shall automatically increase by the
amount of any Change Order, Modification, or other supplemental agreement or amendment that increases the Subcontract Sum in
accordance with the Subcontract. Decreases in the Subcontract Sum shall not, however, reduce the Penal Sum.

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

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

(Legal Name of Principal) (Seal)

Witness:

By _____
(Name & Title of Authorized Signor)

Or Secretary's Attest (Form Must Be Witnessed)

(Signature)

Witness:

(Legal Name of Surety) (Seal)

By _____
(Name & Title)

Or Secretary's Attest (Form Must Be Witnessed)

* _____
(Signature)



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

SUBCONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, _____

(Include Subcontractor's Legal Business Name and Address)

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

(Include Surety's Business Name and Address)

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

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

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

by _____
(Include Name and Address of Project Owner)

for _____

and;

(Include Name and Address of Project – NOT SCOPE)

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

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

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

The said Surety agrees that no change, increase in the Subcontract Sum, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said Work to be performed, or in the specifications, or in the plans, shall in anywise change its obligation on this Bond, and it does hereby waive notice of any such changes, increases, extensions of time, alterations, additions, omissions, and other Modifications. The Penal Sum shall automatically increase by the amount of any Change Order, Modification, or other supplemental agreement or amendment that increases the Subcontract Sum in accordance with the Subcontract. Decreases in the Subcontract Sum shall not, however, reduce the Penal Sum.

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

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

Witness:

Or Secretary's Attest (Form must be Witnessed)

Witness:

Or Secretary's Attest (Form must be Witnessed)

_____(Seal)
(Legal Name of Principal)

By _____
(Name & Title of Authorized Signor)

(Signature)

_____(Seal)
(Legal Name of Surety)

By _____
(Name & Title)

* _____
(Signature)

SECTION 00 62 76.10
PAY APPLICATION FORM



PART 1 - GENERAL

1.1 SUMMARY

A. The Payment Application shall be written on the form attached to this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: PROJECT: - APPLICATION NO: 002
DISTRIBUTION TO: OWNER: _____
FROM: CONTRACTOR: _____ ARCHITECT: _____
CONTRACTOR: _____ CONTRACT FOR: _____
CONTRACT DATE: _____ CONTRACT NOS: / /
FIELD: _____
OTHER: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 0.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
5. RETAINAGE:
a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
b. 0 % of Stored Material (Column F on G703) \$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

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

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

CONTRACTOR: _____ Date: _____
By: _____
State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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



Continuation Sheet

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

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SECTION 00 62 76.20
**PARTIAL WAIVER AND AFFIDAVIT (PRE-
PAYMENT): SUBCONTRACTOR AND SUPPLIER**



Subcontractor/Supplier:	
Project Number and Name:	26034600 TRMF Western Heritage Arena/Riding Stable
Project Address:	14532 I-94 Loop East Medora, ND 58645
Payment Application No:	
Payment Amount:	
Total Amount Paid:	
Subcontract Amount:	
Last date of work covered by the Payment Application:	
Contractor:	J.E. Dunn Construction Company

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

1. In consideration of the payment to be made by Contractor to the undersigned Subcontractor/Supplier in the Payment Amount set forth above for work, labor, services, and/or materials furnished for the construction of the Project, and for any and all work, labor, material, or equipment furnished by or through said Subcontractor/Supplier, its sub-subcontractors, suppliers, equipment providers, and laborers and anything else in connection with the agreement between Contractor and Subcontractor/Supplier ("Subcontract"), through the last date of work covered by the Payment Application except as it pertains to unpaid retainage, if any, the undersigned Subcontractor/Supplier, effective upon remittance of the Payment Amount and contingent upon final clearance and payment of valuable consideration of the Payment Amount and being familiar with the penalties for false certification, represents and certifies to the Beneficiaries that:
 - A. Subcontractor/Supplier a) irrevocably and unconditionally waives and releases the Property, Project, and Beneficiaries from; and b) shall defend, indemnify, and hold harmless the Property, Project, Beneficiaries, their sureties, guarantors, and respective successors and assigns against:
 - i. Any and all liens, statutory or otherwise, or rights thereof;
 - ii. Any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and
 - iii. Any other claims of any kind whatsoever, statutory or otherwise, except as

specifically claimed in accordance with the Subcontract Documents.

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

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

B. Sub-subcontractors, equipment providers, materialmen, or suppliers:

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

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

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

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

5. The undersigned is fully authorized and empowered to execute this instrument for and on behalf of said Subcontractor/Supplier and to bind it hereto and does in fact so execute this Partial Waiver and Affidavit. The undersigned acknowledges and agrees that the Beneficiaries or anyone on their behalf may and will act and rely upon this instrument in releasing any funds due or owing.
6. The remittance of the Payment Amount negotiated and/or endorsed by Subcontractor/Supplier and marked "paid" or otherwise accepted by the bank against which said remittance was drawn shall constitute conclusive proof that said Payment Application was paid and that the Payment Amount thereof was received by Subcontractor/Supplier, and this Partial Waiver and Affidavit shall become effective automatically and without requirement of any further act, acknowledgment, or receipt on the part of the Subcontractor/Supplier.

Subcontractor/Supplier

Authorized
Signature:

Name:

Title:

Date:

State of: _____ County of: _____	
On this _____ day of _____, 20____, before me personally	
appeared _____,	
of _____, known to me to be the person who executed	
this document and acknowledged to me that he/she executed the same for the purposes therein stated.	
_____ Notary Public in and for said County and State	_____ Commission Expires

END OF SECTION

SECTION 00 62 76.30
**PARTIAL WAIVER AND AFFIDAVIT (POST-
PAYMENT): SUBCONTRACTOR AND SUPPLIER**



Subcontractor/Supplier: _____

Project Number and Name: 26034600 TRMF Western Heritage Arena/Riding Stable

Project Address: 14532 I-94 Loop East
Medora, ND 58645

Payment Application No: _____

Payment Amount: _____

Total Amount Paid: _____

Subcontract Amount: _____

Last date of work covered by the Payment Application: _____

Contractor: J.E. Dunn Construction Company

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

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

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

i. any and all liens, statutory or otherwise, or rights thereof;

ii. any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and

iii. any other claims of any kind whatsoever, statutory or otherwise, except as specifically claimed in accordance with the subcontract documents; and

for any and all work, labor, material or equipment furnished by or through said Subcontractor/Supplier, its sub-subcontractors, suppliers, equipment providers and laborers and anything else in connection with the agreement between Contractor and Subcontractor/Supplier ("Subcontract"), through the last date of work covered by the Payment Application except as it pertains to unpaid retainage, if any.

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

A. Sub-subcontractors, equipment providers, materialmen or suppliers

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

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

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

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

4. Subcontractor/Supplier has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment

Compensation and Worker's Compensation laws, insofar as applicable to the performance of the Subcontract. Subcontractor/Supplier has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

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

Subcontractor/Supplier

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

State of: _____ County of: _____	
On this _____ day of _____, 20____, before me personally	
appeared _____,	
of _____, known to me to be the person who executed	
this document and acknowledged to me that he/she executed the same for the purposes therein stated.	
_____ Notary Public in and for said County and State	_____ Commission Expires

END OF SECTION

SECTION 00 62 79.10
STORED MATERIALS FORMS: BILL OF SALE



Buyer: J.E. Dunn Construction Company

766 Elks Drive, STE B
Dickinson, ND 58601

Seller: _____

Project: TRMF Western Heritage Arena/Riding Stable

14532 I-94 Loop East
Medora, ND 58645

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

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

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

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

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

Seller shall: (1) mark and identify the described Goods; (2) segregate from and shall not commingle

such Goods with other goods held by Seller; and (3) protect and bear the risk of loss or damage to such Goods until final completion and acceptance by Owner in accordance with the terms of the Agreement between Buyer and Seller for the Work of the Project (the "Project Agreement"). Seller, on behalf of its insurance companies insuring the property against loss, waives all rights of subrogation against Buyer.

The acceptance of the Goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty or any other cause under the Project Agreement with Seller, in equity, or at law.

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

Seller:

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

State of: _____ County of: _____	
On this _____ day of _____, 20____, before me personally	
appeared _____,	
of _____, known to me to be the person who executed	
this document and acknowledged to me that he/she executed the same for the purposes therein stated.	
_____ Notary Public in and for said County and State	_____ Commission Expires

END OF SECTION

SECTION 00 62 79.20
STORED MATERIALS FORMS: NON-NEGOTIABLE
BAILMENT RECEIPT



Bailor: **THEODORE ROOSEVELT MEDORA FOUNDATION**

PO BOX 198
MEDORA, ND 58645

Bailee

Subcontractor/Supplier)

:

Location of Storage:

The goods, equipment and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Subcontractor/Supplier, and J.E. Dunn Construction Company, as Contractor, for Work to be performed at the TRMF Western Heritage Arena/Riding Stable located at 14532 I-94 Loop East Medora, ND 58645. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

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

Quantity	Description of Item

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

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

Agreed and Acknowledged:
Subcontractor/Supplier:

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

END OF SECTION

SECTION 00 65 00.10
FINAL WAIVER AND AFFIDAVIT (PRE-PAYMENT):
SUBCONTRACTOR AND SUPPLIER



Subcontractor/Supplier: _____

Project Number and Name: 26034600 TRMF Western Heritage Arena/Riding Stable

Project Address: 14532 I-94 Loop East
Medora, ND 58645

Payment Application No: _____

Payment Amount: _____

Total Amount Paid: _____

Subcontract Amount: _____

Last date of work covered by the Payment Application: _____

Contractor: J.E. Dunn Construction Company

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

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

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

- i. any and all liens, statutory or otherwise, or rights thereof;
- ii. any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and
- iii. any other claims of any kind whatsoever, statutory or otherwise; and

for any and all work, labor, material or equipment furnished by or through said

Subcontractor/Supplier, its sub-subcontractors, suppliers, equipment providers and laborers and anything else in connection with the agreement between Contractor and Subcontractor/Supplier ("Subcontract"), through the last date of work covered by the Payment Application except as it pertains to unpaid retainage, if any.

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

A. Sub-subcontractors, equipment providers, materialmen or suppliers

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

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

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

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

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

Subcontractor/Supplier

Authorized
Signature:

Name:

Title:

Date:

State of: _____ County of: _____	
On this _____ day of _____, 20____, before me personally appeared _____, of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.	
_____ Notary Public in and for said County and State	_____ Commission Expires

END OF SECTION

SECTION 00 65 00.20
FINAL WAIVER AND AFFIDAVIT (POST-
PAYMENT): SUBCONTRACTOR AND SUPPLIER



Subcontractor/Supplier: _____

Project Number and Name: 26034600 TRMF Western Heritage Arena/Riding Stable

Project Address: 14532 I-94 Loop East
Medora, ND 58645

Payment Application No: _____

Payment Amount: _____

Total Amount Paid: _____

Subcontract Amount: _____

Last date of work covered by the Payment Application: _____

Contractor: J.E. Dunn Construction Company

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

1. In consideration of the payments made of the Final Payment Amount and all previous payment amounts by Contractor to the undersigned Subcontractor/Supplier for work, labor and services and/or materials furnished for the construction of the Project, the undersigned Subcontractor/Supplier, being familiar with the penalties for false certification, represents and certifies to the Beneficiaries that:
 - A. Subcontractor/Supplier a) irrevocably and unconditionally waives and releases the Property, Project and Beneficiaries from; and b) shall defend, indemnify and hold harmless the Property, Project, Beneficiaries, their sureties, guarantors and respective successors and assigns against
 - i. any and all liens, statutory or otherwise, or rights thereof;
 - ii. any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and
 - iii. any other claims of any kind whatsoever, statutory or otherwise,

for any and all work, labor, material or equipment furnished by or through said Subcontractor/Supplier, its sub-subcontractors, suppliers, equipment providers and

laborers and anything else in connection with the agreement between Contractor and Subcontractor/Supplier ("Subcontract"), Property, and Project.

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

A. Sub-subcontractors, equipment providers, materialmen or suppliers

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

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

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

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

5. Subcontractor/Supplier has complied with Federal, State and Local tax laws, including,

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

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

Subcontractor/Supplier

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

State of: _____ County of: _____	
On this _____ day of _____, 20____, before me personally	
appeared _____,	
of _____, known to me to be the person who executed	
this document and acknowledged to me that he/she executed the same for the purposes therein stated.	
_____ Notary Public in and for said County and State	_____ Commission Expires

END OF SECTION

SECTION 00 72 00
PRIME CONTRACT BETWEEN OWNER AND
CONTRACTOR



PART 1 - GENERAL

1.1 SUMMARY

- A. The redacted Prime Contract between Owner and Contractor is available upon request, to the extent it is available at the time of Bid.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All Work required by these Specific Project Requirements is included in the Subcontract Documents. In case of conflicts between the Specific Project Requirements and other Subcontract Documents, the more stringent requirements shall govern as determined and directed by the Contractor.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Project Information
 - 2. Allowances
 - 3. Unit Prices
 - 4. Alternates
 - 5. Contract Modification Procedures
 - 6. Payment Procedures
 - 7. Project Management and Coordination
 - 8. Construction Progress Documentation
 - 9. Submittal Procedures
 - 10. Quality Requirements
 - 11. General Requirements for Workmanship
 - 12. General Requirements for Products and Materials
 - 13. Contract Closeout
 - 14. Record Documents
 - 15. Special Project Procedures for Alterations of Existing Facilities and/or Grounds
- B. The attachments to this Section include the following:
 - 1. Attachment A: Electronic Data Release

1.3 PROJECT INFORMATION

- A. Work Hours
 - 1. Normal working hours on the Project are Monday through Friday, 7:00 a.m. to 3:30 p.m., local Project time. Contractor may amend work hours as required or necessary to maintain Project schedule or as seasonal and/or site work conditions warrant.
- B. Project Start Up
 - 1. All parties must execute the Agreement before the Subcontractor can move on site to begin Work.

2. Provide evidence of insurance meeting the requirements of the Subcontract Documents to Contractor at least seven (7) calendar days before the Subcontractor is scheduled to begin Work and within seven (7) calendar days from the Notice of Award.
3. If required, submit Performance and Payment Bonds within seven (7) calendar days from the Notice of Award.
4. Furnish early Project submittals to the Contractor within fifteen (15) business days of the Notice to Proceed. No payment application will be accepted until Contractor receives all required information. Early submittal items include:
 - a. A listing of all subcontractors, suppliers, and any tiered subcontractors. If a particular item of work has not been determined, indicate on the listing "TBD" (to be determined) and provide such information to the Contractor immediately after determination.
 - b. A fabrication schedule detailing the fabrication sequence and time required for fabrication and delivery of major materials and equipment.
 - c. A submittal schedule of shop drawings and product submissions showing time for approval, fabrication, and transport.
 - d. An installation schedule, which combines both manpower and time requirements including:
 - 1) Total workdays required to perform the major items of Work broken down into meaningful details as required for scheduling by the Contractor.
 - 2) Estimated weeks required to complete the Work in each of the Subcontractor's major areas of work. Include crew sizes.

C. Electronic Project Correspondence and Communication

1. Project correspondence, communications and information will be provided electronically. Subcontractors and Suppliers shall have necessary knowledge, technology, hardware, software and internet connectivity to exchange information electronically.
2. Subcontractors and Suppliers shall provide email addresses for office and field leadership personnel assigned to Project for the purpose of communication and exchanging documents. At minimum, email addresses shall be capable of receiving a 10-megabyte file attachment.
3. A Project Website will be used for purposes of managing communication and documents during the construction stage.
4. Subcontractors and Suppliers shall utilize provided online systems to collaborate and input, respond and/or update information as required for jobsite observations and issue tracking and resolution such as safety audits, quality documentation, punch lists and coordination of Cx activities. Use of this software may require administration through field tablet or mobile devices provided by the Subcontractor for associated activities.

D. Code of Conduct

1. Because this Project may involve working in and around occupied facilities and/or public areas, Subcontractor and all its employees are required to comply with the

following:

- a. Perform their work in a professional manner.
 - b. Do not converse or talk with employees of Owner. All construction related questions are to be directed to Contractor.
 - c. Inappropriate language or gestures, profanity, or lewd conduct are strictly prohibited.
 - d. Tobacco use on the Project site must comply with the Owner's restrictions. If there are no restrictions, tobacco must be kept to a minimum so as to not damage the Project or litter the site. Smoking is restricted to designated areas, if any. Violations of this policy may result in tobacco use being prohibited on the Project site.
 - e. Parking is only allowed in areas designated by Contractor.
2. Violations of this policy could result in immediate dismissal from the site.

1.4 ALLOWANCES

- A. Refer to Division 01, Section "Allowances" for specific requirements regarding allowances.
- B. Refer to Division 02 through Division 48 for items of work covered by allowances.
- C. Refer to Scope of Work document for any additional Contractor requested allowances.

1.5 UNIT PRICES

- A. Refer to Division 01, Section "Unit Prices" for specific requirements regarding unit prices. Record unit pricing on the Bid Form.
- B. Refer to Division 02 through Division 48 for work requiring the use of unit pricing. Record unit pricing on the Bid Form.
- C. Refer to Scope of Work document for any Contractor requested unit prices. Record this unit pricing on the Scope of Work document and attach it to the Bid Form.

1.6 ALTERNATES

- A. Refer to Division 01, Section "Alternates" for specific requirements regarding alternates. Record alternates on the Bid Form.
- B. Refer to Scope of Work document for any Contractor requested alternates. Record these alternates on the Scope of Work document and attach it to the Bid Form.

1.7 CONTRACT MODIFICATION PROCEDURES

- A. Request for Information (RFI)
 1. Refer to Division 01, Section "Project Management and Coordination" for specific requirements regarding RFIs.
 2. If during the construction of the Project, clarification of the documents is required, it shall be brought to the attention of the Contractor.
 3. The Contractor will either provide clarification or forward a Request for Information (RFI) to the Architect. These RFI's shall be dated and sequentially numbered on a

form determined by the Contractor. The Contractor will submit RFI's to the Architect for response and will distribute such responses to affected Subcontractors or Suppliers.

4. A response to an RFI is not an authorization to proceed with work. If a Subcontractor or Supplier believes that the response changes its Scope of Work, it shall immediately advise the Contractor who will review the response with the Architect and Owner to determine whether a change in the Scope of Work exists.

B. Minor Changes in the Work

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

C. Proposal Request (PR)

1. Refer to Division 01, Section "Contract Modification Procedures" for specific requirements regarding proposal requests.
2. Should the Owner contemplate making a change in the work, the Architect will issue a Proposal Request (PR) to the Contractor.

D. Change Orders (CO)

1. Refer to Division 01, Section "Contract Modification Procedures" for specific requirements regarding change orders.
2. All PR's will be reviewed and forwarded to the affected Subcontractors and Suppliers for review. Each Subcontractor and Supplier will determine if the PR affects its Scope of Work. If the described change impacts cost and/or time, the Subcontractor and Supplier shall immediately prepare a proposal for submission to the Contractor. The Subcontractor's or Supplier's proposal shall be broken down completely identifying all labor and material quantities. The Contractor will review the pricing with the Owner and Architect to determine if a change order will be issued. Subcontractors and Suppliers are not to proceed with additional work until written authorization has been received.
3. If the Owner determines that a Proposal Request will be accepted, the Architect or Contractor will prepare a Change Order (CO) which will be dated and numbered sequentially.
4. The Change Order will describe the change or changes, will refer to the Proposal Request and proposal number, and will be signed by the Owner, the Architect and the Contractor.

E. Construction Change Directives (CCD)

1. Refer to Division 01, Section "Contract Modification Procedures" and other Subcontract Documents for specific requirements regarding Construction Change Directives (CCD).
2. Construction Change Directives instruct the Contractor to proceed with a change in

the work prior to concluding Contract adjustment negotiations.

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

1. Labor Rate Breakdown

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

2. Method of Proposal

- a. Comply with the requirements of this section and all other requirements.
- b. Include a direct reference to the initiating change document in the proposal description. If the request is not linked to a change document, a full and thorough description of the work and the reason for the change order request is required. Change requests not in this format will not be reviewed and/or will be returned as rejected.
- c. Include detail quantities of materials added or eliminated including unit costs, with extend total amounts. If requested, furnish additional information to substantiate quantities.
- d. Itemize applicable taxes, delivery charges, equipment rental (rates and hours), and amounts of trade discounts.
- e. Include costs of labor and supervision (as allowed by contract provisions) directly attributable to the change. Provide crew information including, approved labor rate for each skill level and trade, number of man-hours including estimating program back-up substantiating those hours.
- f. Provide proposal detail and estimate which defines the type or area of work (e.g., Concrete: concrete walls, grade beams, piers, sidewalks, etc.; Drywall: metal studs, rock, finishing, etc.).
- g. Include substantiating back-up from tiered subcontractors and Material Suppliers equal to the requirements of the Subcontractor proposal as described in this section.
- h. Itemize fee separate from the material and labor detail described herein and within limits described in this section.

- i. Include an updated Subcontractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- j. Review and acceptance of a Subcontractor's price proposal does not constitute a limitation of labor or materials necessary for Subcontractor to complete its Work.

3. Fee Limits

- a. Fee includes all general requirements, all supervision (including project management and general on-site supervision), overhead, and profit.
- b. The following fee percentages shall be used for lump sum pricing and actual cost pricing of additions and deletions to the Work:
 - 1) To Subcontractor for work performed by own forces: not to exceed 10%
 - 2) To Subcontractor for work performed by other than own forces: not to exceed 5%
 - 3) To second-tier Subcontractor and/or material Supplier for work performed by its own forces: not to exceed 10%
 - 4) To second-tier Subcontractor and/or material Supplier for work performed by other than its own forces: not to exceed 5%

1.8 PAYMENT PROCEDURES

A. Refer to Division 01, Section "Payment Procedures" for specific requirements regarding payment procedures.

B. Schedule of Values

1. Submit for approval by the Contractor a Schedule of Values following the format of AIA G703 – Application and Certificate of Payment Continuation Sheet within fifteen (15) calendar days following Notice of Award. The Schedule of Values shall list the installed value of the component parts of the Work, broken down in sufficient detail to serve as a basis for computing values for progress payments during construction with total equaling the Subcontract Sum. The Schedule of Values should be broken down by area, building, floor, etc. in sufficient detail to evaluate progress payments. If a Project specific accounting breakdown has been provided, the Schedule of Values shall be broken down appropriately. No payments will be made prior to Contractor's receipt of an approved Schedule of Values. The approved Schedule of Values shall be used by the Subcontractor on all Applications for Payment.

C. Application for Progress Payments

1. At a time consistent with the requirements of this section and the Subcontract Documents, and for each calendar month during the progress of the Work, the Subcontractor shall submit a properly notarized Application for Payment prepared in a manner consistent with the Schedule of Values.
2. The amount shown on the Application for Payment shall be the value of work completed through the last day of the application period and the value of the material/equipment suitably stored in accordance with the Subcontract Documents,

less the aggregate of previous payments, and less the retainage as specified in the Subcontract.

3. The form of application for payment shall be as provided in Division 00.

4. Application and Certificate for Payment

- a. Fill in all required information, including that for change orders executed prior to the date of the application.
- b. Fill in the summary of dollar values to agree with the respective totals indicated on the continuation sheet.
- c. Execute certificate with the signature of an authorized signer of the firm.

5. Continuation Sheets

- a. Based on the approved Schedule of Values, fill in dollar values for Previous Application and Complete this Period.
- b. Based on the Approved Schedule of Values and Work covered by this application for payment, fill in the dollar values for each column of each scheduled line item of work. Round values to nearest dollar, unless directed otherwise.
- c. List each change order item executed prior to the date of application following Approved Schedule of Values. Include change order number, description and agreed cost breakdown level sufficient for evaluating progress of work. If requested by the Contractor, breakdown change order totals in the same details as the original Schedule of Values.

D. Substantiating Data for Progress Payments

1. Include substantiating data required to verify a payment request.

- a. In order to bill for stored materials, provide documentation and adhere to specific procedures as follows:
 - 1) Physically mark and identify the stored materials and/or equipment and segregate from and not commingle such goods with other goods held by the Subcontractor or Supplier. Provide photographic evidence to Contractor of said stored materials.
 - 2) Submit evidence of insurance coverage on the material and/or equipment while stored at its warehouse or other approved facilities, naming Contractor and the Owner as Additional Insureds.
 - 3) Complete and submit a Bill of Sale form endorsed by a corporate officer or owner. The validity of the Bill of Sale is subject to Subcontractor's receipt of payment as referred to therein. A copy of the Bill of Sale is included in Section 00 62 79.10.
 - 4) Complete and submit a Non-negotiable Bailment Receipt. A copy of the Non-negotiable Bailment Receipt is included in Section 00 62 79.20.
 - 5) Submit supporting documentation for stored material that verifies the amount requested, such as paid invoices. Match the amount requested with amounts indicated on the documentation. Do not include overhead and profit on stored materials.

- 6) Other requirements as may be deemed necessary to protect the interests of the Contractor and Owner.
- b. Applications for Payment shall be accompanied with supporting cost back-up from the sub-subcontractors and lower-tier suppliers and Lien Waivers from sub-subcontractors and lower-tier suppliers associated with the prior month's application for payment.
- c. When the Contractor finds the Subcontractor's application in proper form and properly progressed, it will be included for payment by Owner within the established payment cycle.
- d. Payment Application Documents:
 - 1) G702 and G703
 - 2) Subcontractor And Supplier Partial Waiver And Affidavit
 - 3) Non-negotiable Bailment Receipt (if stored material is being billed)
 - 4) Bill of Sale (if stored material is being billed)
 - 5) Evidence of Insurance covering the stored material
 - 6) Photographic documentation of stored materials
 - 7) Other supporting documentation for stored materials such as invoices.

E. Application for Final Payment

- 1. Submit final Application for Payment following the procedures specified above for progress payments as set forth in the Subcontract Documents.
- 2. Before submitting a final Application for Payment, the Subcontractor shall submit to the Contractor for review by the Architect, all warranties and guarantees, Record and Information Manuals, As-Built Drawings and Specifications, and other documents required by the Subcontract Documents, and properly turn-over and store specified extra stock and spare parts. Subcontractor shall obtain the signature of the Contractor verifying receipt of the extra stock and spare parts.
- 3. Properly executed "Subcontractor And Supplier Final Waiver And Affidavit" shall be submitted to the Contractor prior to final payment.

1.9 PROJECT MANAGEMENT AND COORDINATION

A. General Coordination

- 1. Subcontractor shall coordinate its construction operations with those of other Subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Subcontractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
- 2. Coordinate inspections and ensure items are complete and ready for inspection in advance. Provide notification to appropriate person(s) and agencies for all testing and inspections associated with the Work. Provide "confidence" tests of systems as required prior to formal inspections to ensure adequacy of installed work.

B. Building Information Modeling (BIM) and other Electronic Data

1. The Architect and Contractor may utilize and provide the Subcontractor Building Information Modeling or other electronic data (“Electronic Data”) for use in the Subcontractor’s work during the Project.
2. The Electronic Data will be provided for informational purposes only. The Electronic Data cannot be used for any other project or purpose other than in connection with this Project.
3. The Electronic Data shall not replace or supersede the record set of the drawings and other Subcontract Documents (“Paper Documents”). In the event of a conflict between the Record Documents and the Electronic Data, the Record Documents shall govern.
4. Prior to receiving any Electronic Data, complete and execute the Electronic Data Release included as Attachment A to this section and/or the Release(s) required by the Design Team.
5. Subcontractor shall pay any fees for electronic files as defined in other Sections.

C. Project Meetings

1. Refer to Division 01, Section “Project Management and Coordination” for additional requirements regarding meetings.

2. Preconstruction Conference

- a. Contractor will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.

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

3. Progress Meetings

- a. Progress Meetings, chaired by the Contractor, will be held regularly, on a weekly or bi-weekly basis as required to support the schedule. Attendance by the Subcontractor’s personnel intimately knowledgeable of its work and authorized to make decisions on its behalf is mandatory. At the direction of the Contractor, key Subcontractors, Suppliers, sub-subcontractors and supervisors will be required to provide reports of their activities and participate in coordination and discussions.
- b. The progress meeting provides the Subcontractor an opportunity to discuss any problems or potential problems arising from the Project. Each Subcontractor shall attend progress meetings as requested by the Contractor and shall come prepared to discuss its work status and how it relates to the Project schedule.
- c. The Project schedule will be reviewed at progress meetings. Each Subcontractor is

expected to provide the status of shop drawings, material and equipment delivery, job progress and quality control.

4. Pre-Installation Conference

- a. Contractor will conduct pre-installation conferences per Specifications or at its discretion prior to starting new construction activities or those that require coordination with other work.
- b. Installer and representatives of manufacturers and fabricators involved in or affected by the work or its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. All Subcontractors (including field superintendents and/or foremen) performing or directly affected by the work will be required to attend.
- c. Contractor will prepare the meeting agenda. Items for discussion will include progress review of other construction activities and preparations for the work specific to the pre-installation conference. Other subjects that may be discussed include:
 - 1) Clear understanding of material installation means, methods and procedures,
 - 2) Clear understanding of contract document requirements,
 - 3) Coordination and sequencing of installation among applicable trades,
 - 4) Identify instances of detailing which require modification to meet applicable manufacturers or industry standards for installation,
 - 5) Confirmation of material compatibility, and
 - 6) Confirmation of quality control checklist and agreed-upon frequency for their use.

5. Coordination Meetings

- a. Contractor may conduct additional Project coordination meetings as needed to resolve specific issues or coordinate upcoming work.

D. Lean Construction

1. This Project will be built using a lean approach. Contractor will implement a number of tools that promote and support a lean philosophy and approach which may include, but are not limited to, the Last Planner® System, 5S, continuous improvement programs, lessons learned (Do Again/Do Better), BIM, prefabrication, 5-Why Root Cause Analysis, and other such tools. Subcontractors will be required to participate in one or more Lean Training Sessions that will introduce and train on Contractor's lean approach and these tools. Subcontractors may be required to implement any and all lean tools on the Project. All field foremen/supervisors actively supervising the Work on this Project will be required to attend the lean meetings on site. The cost and time associated with attending lean training and meetings and implementing lean tools are to be included in Subcontractor's Bid. Lean construction practices are only effective with complete participation by all subcontractors. Subcontractor's full participation is required for the mutual benefit of all Project participants.

2. Last Planner System

- a. This Project practices the Last Planner® System. For each schedule milestone, Contractor will conduct a collaborative, phase pull plan session to build the plan to reach that schedule milestone. All field foremen/supervisors and Project managers for Subcontractors and Suppliers must attend every such session where that Subcontractor or Supplier's Work is implicated.
- b. At least three (3) weeks prior to starting Subcontractor's Scope of Work on the Project, it is mandatory that the Subcontractor's key office and field staff attend weekly planning sessions. Once Subcontractor's Work has commenced, Subcontractor will be required to have its field foreman/supervisor attend the weekly planning meeting to proactively coordinate schedules with the other subcontractors and suppliers. Planning meetings will be conducted by Contractor's Project superintendent at the jobsite.
- c. Fifteen (15) minute daily stand-up coordination meetings are held on-site. All foremen working on site are required to attend.
- d. Use of the Last Planner system may result in adjustment or advancement of the Project schedule resulting from subcontractor coordination and planning. Subcontractors are to support any adjustments and advancements in the Project schedule as a result of Last Planner with compensatory shifting of manpower and material resources.

1.10 CONSTRUCTION PROGRESS DOCUMENTATION

A. Progress Schedule

1. Refer to Division 01, Section "Project Management and Coordination" for specific requirements regarding scheduling.
2. Contractor will prepare a critical path method (CPM) Project Schedule for the construction work including construction activities, submittals for major components, procurement of materials and equipment, and testing of major building systems and periodically update the progress schedule throughout the Project. A construction milestone schedule has been included in Section 00 31 00. A detailed Project schedule is available at Contractor's office and is available for review.
3. Within (7) calendar days after receipt of Notice to Proceed, each Subcontractor shall submit for approval by Contractor a schedule indicating durations and dates for submittals, procurement and installation of the components included in its Scope of Work. No schedule activity shall exceed 2 weeks in duration (except for procurement related activities).
4. If changes occur in the approved Subcontractor's schedule, the Subcontractor shall provide the Contractor updated schedule information as soon as practical, but no later than (3) calendar days following occurrence of schedule change. If the Contractor determines that schedule changes negatively affect the CPM Project Schedule, the Subcontractor shall prepare schedule recovery plan detailing activities, sequences and timing for bringing its work into alignment with the CPM Project Schedule.
5. The Subcontractor shall substantially complete the work in accordance with the schedule developed by the Contractor.
6. The Subcontractor hereby agrees to commence work under the Contract within seven

- (7) days after the date of a Notice to Proceed, unless otherwise stipulated in that notice.
7. Completion of the Work: The Subcontractor shall complete its work according to and within time limits included in the CPM Project Schedule and in a manner to not delay work of other Subcontractors.

1.11 SUBMITTAL PROCEDURES

- A. Refer to Division 01, Section “Submittal Procedures” for specific requirements regarding submittals.
- B. Subcontractors shall submit all Shop Drawings, Product Data and Samples (“Submittals”) to the Contractor bearing the Subcontractor’s stamp indicating conformance to the Subcontract Documents and shall be signed by the Subcontractor’s representative.
- C. Subcontractor is to submit the following to the Contractor (unless more are required by Division 01):
1. Shop Drawings - in PDF format (with proper bookmarks) via electronic files or collaborative software (as determined by the Project Team).
 2. Product Data - in PDF format (with proper bookmarks) via electronic files or collaborative software (as determined by the Project Team).
 3. Samples – Minimum of 3 each of each differing type unless specifically noted as additional required.
 4. Coordination Drawings - in PDF format via electronic files or collaborative software (as determined by the Project Team).
- D. Contractor will return to the Subcontractor:
1. Shop Drawings - in PDF format via electronic files or collaborative software.
 2. Product Data - in PDF format via electronic files or collaborative software.
 3. Samples - 1 each of each differing type.
- E. Forward Submittals to Contractor in a timely fashion for Contractor and Architect’s review to maintain the Project Schedule. If a Submittal requires expediting to maintain the Project Schedule, conspicuously note and communicate a required return date in the Submittal. If other review cycles are identified in the Subcontract Documents, account for those times as well.
- F. If design ASIs, RFIs, bulletins, or any other change in the Work (collectively, "changes") require modifications to Shop Drawings, Subcontractor shall update its Shop Drawings. Such updated Shop Drawings shall become the basis of Subcontractor's as-built drawings, per the requirements identified below.

1.12 QUALITY REQUIREMENTS

- A. Refer to the Division 01 Section "Quality Requirements" and individual Specification Sections for specific requirements regarding quality control and assurance.
- B. Refer to the Division 01 Section “Testing & Inspection Services” and individual Specification Sections for specific requirements regarding testing and inspections.

- C. Advise the Contractor's on-site field superintendent of all scheduled tests with a minimum of two (2) business days advanced notice.
- D. The Subcontractor's quality control representative shall review Drawings, procurement documents, and contracts to ensure that the technical information provided and all work performed is in accordance with the latest revision of the Subcontract Documents. These documents shall be updated to reflect all changes made through Addenda, Change Orders, and Requests for Information.
- E. The Subcontractor's quality control representative shall perform an on-site inspection upon receipt of all materials, equipment, and supplies. Items that are damaged or not in conformance with the respective Submittals, quality standards, and Subcontract Documents will be identified and segregated from accepted items. Items thus identified will not be incorporated into the Work until corrective action, acceptable to the Contractor and Architect is completed.
- F. The Subcontractor is responsible for the quality of the work performed by its work force and sub-subcontractors, as well as the quality of the material, equipment, and supplies furnished by the Subcontractor to be incorporated into the Work. Subcontractor shall designate a quality control representative, who will be on site at all times when Work is in progress.
- G. As determined by the Contractor, the Subcontractor shall submit a quality control plan for review and approval before Subcontractor can commence its Work. The plan shall describe measurements, inspections, and test required to ensure conformance with Project quality requirements. The plan shall include quality control inspection checklist with the anticipated frequency of field verification. Subcontractor shall upload such checklist to the Project's on-line collaboration software.

1.13 GENERAL REQUIREMENTS FOR WORKMANSHIP

- A. Manufacturer's requirements shall be strictly followed for storage, preparation, installation, cleaning, protecting, and testing of all products and materials except where specific requirements included in appropriate Sections in Division 01 through Division 49 exceed those requirements. Subcontractor shall submit such requirements to the Architect for review and approval before beginning the Work. Where conflicts between manufacturer's requirements and Subcontract Documents occur, Subcontractor shall notify Contractor and request resolution prior to proceeding.
- B. The Subcontractor shall inspect the jobsite, coordinate with others, and field verify dimensions where applicable before fabricating products or material. Pay special attention to field verifications necessary where new Work meets existing conditions to ensure accurate fabrication.
- C. Follow manufacturer's requirements and industry standards in regard to the effect of temperature, UV exposure, moisture, and humidity on products and materials. The approved submittal for manufacturer's installation instructions shall be available and on-site during construction.
- D. Install materials and equipment plumb, level, and true, with uniform joints and edge conditions, tight seams, and neatly fitting adjoining materials, unless specifically shown otherwise.
- E. Install materials and equipment as indicated in the Drawings and Specifications. If field

verification is not required and dimensional information is not indicated, Subcontractor shall submit an RFI to the Contractor, requesting missing dimensional information.

- F. Clean materials and equipment in a manner so as to not damage the finish of installed materials.
- G. Protect installed equipment and material from damage by Subcontractor or others, with labels left intact until final cleaning.

1.14 GENERAL REQUIREMENTS FOR PRODUCTS AND MATERIALS

- A. Refer to the Division 01 Section Submittal Procedures and plan notes on drawings for specific requirements regarding product selection.
- B. Refer to the Division 01 Section "Substitution Procedures" for specific requirements regarding substitutions.

1.15 CONTRACT CLOSEOUT

- A. Refer to the Division 01 Section "Closeout Procedures" and plan notes on drawings for specific requirements regarding Project closeout.
- B. Refer to the Division 01 Section "Closeout Procedures" and plan notes on drawings for specific requirements regarding warranties.
- C. Refer to the Division 01 Section "Operation and Maintenance Data" and plan notes on drawings for specific requirements regarding Operation and Maintenance Manuals.
- D. Refer to the Division 01 Section "Demonstration and Training" and plan notes on drawings for specific requirements regarding required Owner training.

1.16 RECORD DOCUMENTS

- A. Refer to the Division 01 Section "Submittal Procedures" for specific requirements regarding submittals.
- B. Refer to the Division 01 Section "Project Record Documents" for specific requirements for record documents including as-built drawings.
- C. Subcontractor shall maintain at the Project site for the Contractor's review, current versions of the following:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders
 - 5. Other Change Directives
 - 6. Approved Submittals, including but not limited to: Shop Drawings, Product Data, and Samples
 - 7. Field Test Reports
 - 8. Meeting Notes
- D. Subcontractor shall provide electronic redline Drawings, Specifications, submittals, etc. with "As-Built" information and submit to the Contractor in PDF format via electronic

files when the Subcontractor is substantially complete with its Work. This is in addition to any paper copies required by the Subcontract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Project: TRMF Western Heritage Arena/Riding Stable

Owner: THEODORE ROOSEVELT MEDORA
FOUNDATION

Architect/Engineer: KRISTI W HANSON INC DBA KHA ARCHITECTS

Contractor: J.E. Dunn Construction Company

Subcontractor: _____

1. Subcontractor has requested and Contractor has agreed to provide copies of electronic data files, which may include building information modeling (BIM) data and Drawings (collectively, "Electronic Files") for the Project.
2. In consideration of Contractor providing a copy of the Electronic Files to Subcontractor, Subcontractor agrees to the following:
 - 2.1 Subcontractor acknowledges the Electronic Files shall not replace or supersede the record hardcopy set of the Drawings and other Contract Documents ("Paper Documents"). If a conflict between the Paper Documents and the Electronic Files occurs, the Paper Documents shall govern. Subcontractor shall be deemed to have used the Paper Documents in performing its Work.
 - 2.2 Subcontractor may use the Electronic Files for informational purposes only, agrees to make no modifications to the Electronic Files, and shall return all copies of the Electronic Files, if requested. Subcontractor shall not use or attempt to use the Electronic Files for any other project or any purpose other than in connection with the Project.
 - 2.3 Subcontractor agrees to defend, indemnify, and hold the Owner, Architect/Engineer, and Contractor harmless in connection with any defects contained in the Electronic Files and any claims arising out of the use of the Electronic Files.
 - 2.4 If Contractor has executed a release agreement with a design professional (the "Design Professional Release") affecting the documents that will be provided under this Release, Subcontractor shall be bound to Contractor by the terms of this Release and those of the Design Professional Release, which shall be attached as an exhibit to this Release or otherwise made available to Subcontractor, and shall assume toward Contractor all the obligations and responsibilities which Contractor, by the Design Professional Release, assumes toward the design professional, insofar as applicable to this Subcontractor.

Accepted and agreed:

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All work required by these Specific Project Requirements is included in the Subcontract Documents. In case of conflicts between the Specific Project Requirements and other Subcontract Documents, the more stringent requirements shall govern as determined and directed by the Contractor.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Personnel and Materials Hoisting
 - 2. Disposal and Trash Removal
 - 3. Temporary Toilets
 - 4. Temporary Water
 - 5. Temporary HVAC
 - 6. Temporary Electrical
 - 7. Temporary Communication Systems
 - 8. Temporary Fire Protection
 - 9. Existing Utility Services
 - 10. Construction Indoor Air Quality
 - 11. Construction Fence
 - 12. Temporary Onsite Structures
 - 13. Deliveries and Storage
 - 14. Temporary Enclosures
 - 15. Surveying
 - 16. Site and Area Restrictions and Requirements
 - 17. Water and Snow Removal
 - 18. Security and Protection Facilities Installation
 - 19. [Site Specific Requirements]

1.3 TEMPORARY FACILITIES AND CONTROLS

- A. Personnel and Materials Hoisting
 - 1. Crane: The Contractor will not provide a crane for materials hoisting. Subcontractors are to provide their own rigging and hoisting necessary for their work.
 - 2. Vertical material and personnel management: Subcontractors shall provide their own vertical material and personnel management equipment and means necessary for their

work.

3. Horizontal material management: Subcontractors shall provide their own means of horizontal material management required for their work.
4. Scaffolding: The Subcontractor shall provide all scaffolding (unless noted otherwise) required to complete its work.
5. Lifts: The Subcontractor shall provide all lifts and other necessary equipment (unless noted otherwise) required to complete its work. Subcontractor shall be responsible to determine capacity limits of structure for proposed equipment.
6. Temporary Stairs: Until permanent stairs are available, Framing Subcontractor shall provide temporary stairs for access on multi-floor projects.

B. Disposal and Trash Removal

1. The Contractor will provide dumpsters for Subcontractors use (unless noted otherwise). Dumpsters may be allocated by material type. Subcontractor is responsible to sort debris to appropriate dumpster. Subcontractor shall not place any hazardous materials into dumpsters.
2. On a daily basis, Subcontractor shall clean-up its work area(s) to the satisfaction of the Contractor removing all its rubbish and debris to designated locations directed by the Contractor.
3. Subcontractor shall maintain a minimum of one (1) laborer for clean-up purposes for every ten (10) workers on site (including tiered subcontractors), or ratio thereof. In the event the Subcontractor fails to clean up in accordance with these requirements, the Contractor, after twenty-four (24) hours written notice to the Subcontractor, reserves the right to arrange for the clean up to be performed by others and deduct the cost from the Subcontract Sum.
4. Subcontractor shall ensure that all boxes, cartons, etc. are crushed to the minimum volume prior to placing in the trash containers or trash collection areas.
5. No paint cloths will be allowed in trash containers.
6. The disposal of any material, waste, effluents, trash, garbage or oil, grease, chemicals, etc. resulting from either demolition or new work, shall be disposed of in accordance with all applicable laws and shall be subject to the approval of the Contractor and/or Owner.
7. Contractor will coordinate progress cleaning for joint-use areas where more than one installer has worked.
8. An area will be designated for lunch and breaks. All food or drink, other than water, consumed on site must be in designated area. All waste shall be disposed of in trash receptacles furnished by the Contractor.

C. Temporary Toilets

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

D. Temporary Water

1. Owner will pay all water use utility bills on the project.
2. Temporary water for use throughout the building and project site, at locations determined by the Contractor, shall be provided the Plumbing Subcontractor.
3. Each Subcontractor shall provide drinking water for their own forces.
4. Subcontractors requiring additional special temporary water service shall coordinate this work through the Plumbing Subcontractor and obtain approval of the Contractor. Associated cost of additional water service will be paid by the Subcontractor requesting the service. Special temporary requirements include, but are not limited to, trailer connections, sitework water and bulk water.
5. It will be the responsibility of the Subcontractor utilizing temporary water to protect the Project against water damage. When using water, the Subcontractor is required to use new materials and replace worn or broken parts. Hoses, fittings, etc. that are leaking shall be removed. Subcontractor will be responsible for the cost of damages arising from violation of this responsibility.
6. Temporary water service shall be drained down and reactivated as required to prevent freezing by the Plumbing Subcontractor.

E. Temporary HVAC

1. Temporary HVAC work includes, but is not limited to, caps for ductwork, temporary filters and filter media, equipment warranty extensions, interim controls, fire watch, temporary stand-alone smoke detectors for fan shut-down, ventilation and humidity control, monitoring of temperature and humidity, manual control of dampers (if required) and final clean-up of mechanical systems upon completion of construction work.
2. Ventilation and humidity control includes, but is not limited to, temporary ventilation required by construction activities for curing or drying of completed installations and protecting installed construction from adverse effects of high humidity. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption. Relative humidity shall be controlled as required to allow acclimation, installation, and application of finish materials.
3. Temporary Heat required for Subcontractor's Work is to be provided by Subcontractor (i.e. concrete, masonry, EIFS, etc.). General heating for creature comfort will not be provided by the Contractor.
4. Reference project specific temporary HVAC plan for the timeline of temporary conditioning inside the building.
5. Project Specific Temporary HVAC plan - The following is a basic guide for temporary conditioning during construction specifically addressing the use of existing or new HVAC equipment. Each job is unique as to the type of equipment on site, construction schedule, and construction type. Following a pre-coordination meeting with the Owner, Contractor, and Design Team, the Mechanical Subcontractor in conjunction with the Contractor shall submit their plan for coordination, review, and approval.
 - a. Mechanical Subcontractor shall provide temporary heat and cooling (including ventilation and humidity control) during construction maintaining temperatures and

humidity conducive to installation of the specified finishes defined in finish product literature.

- b. New and/or existing systems: The Owner will allow the use of new systems for temporary heating and cooling.
- c. Rental equipment (for temporary conditioning when permanent systems CAN be used for temporary HVAC):
 - 1) If permanent HVAC systems are not available when required as defined in this Section (due to Subcontractor not maintaining the Milestone Schedule), Mechanical Subcontractor shall provide temporary units (including all equipment, fuel, and fire watch as required) to maintain both temperature and humidity. Fire watch will be required for any temporary heating equipment. If temporary units are utilized, Mechanical Subcontractor shall coordinate and include electrical costs associated with powering units. Coordinate type of temporary heating and cooling with the temporary electrical service or other utility capacities available at the time temporary heating and cooling is required. Verify electrical capacities with Electrical Subcontractor prior to selecting and installing the temporary heating and cooling system.
- d. Permanent equipment and systems (for temporary conditioning when permanent systems CAN be used for temporary HVAC):
 - 1) Subcontractors shall include warranty extensions for all equipment utilized during temporary HVAC.
 - 2) Equipment safeties: Mechanical Subcontractor shall provide stand-alone fire alarm devices for AHU shut down as required for temporary heating and cooling. Coordinate any other fire alarm requirements with the [Electrical] Subcontractor. Other safeties may be required if circumstances dictate, such as: a high static safety on the leaving side of the fan ahead of first fire smoke damper to protect the duct work, a low-pressure static safety on return duct applications with a return fan, freeze protection along with control sequences to protect water coils. The leaving air temperature must be below dew point (approximately fifty-five (55) degrees Fahrenheit) to provide adequate moisture removal. Discharge air temperature must remain constant due to the use of 100% outside air.
 - 3) Filtration: Mechanical Subcontractor shall provide and maintain equal to or greater filtration than specified for the final intended use of the system during temporary conditioning. Utilize rolled media on all filter banks to facilitate increasing the life of the filters during temporary conditioning. Filtration of duct openings, such as return air diffuser and supply diffuser will be required (when directed by the Contractor) to protect duct work. Prior to starting any duct system, all duct insulation shall be installed. Ensure all fire smoke dampers are open (manually, if required).
 - 4) Return air: If the use of return air duct systems is required prior to the completion of final finishes (in an area served by an AHU) filtration is required at each return grille. Any use of return air duct systems during temporary conditioning must be approved by the Contractor in advance.

- 5) Unit cleaning: At the completion of temporary conditioning, all internal components of the AHUs must be cleaned by the Mechanical Subcontractor (i.e. coils, fans, damper, condensate pans, flow stations, humidifiers, etc.). Use 10% Isopropyl Alcohol-Water solution to wipe down the inside surfaces of the air handlers. Use proper ventilation whenever cleaning with an Isopropyl Alcohol solution.
- 6) Start-up and testing: Prior to start-up, testing, balancing and commissioning of any supply air/return air system and its respective air handling equipment, the Mechanical Subcontractor and Contractor shall review the status of areas served by the system. Upon approval, the Subcontractor will commence preparations for system testing. Temporary filter media (installed over the pre-filter banks), pre-filters and final filters shall be installed in the air handling units. The extra filtration should remain in place until the TAB subcontractor is ready to perform performance checks on AHUs. Should any dust making activities occur after this point, the air handling equipment shall be shut down and protected.
- e. Utility Charges for permanent equipment: Owner will pay for utility charges incurred as a result of operating permanent equipment for temporary HVAC.
- f. Utility Charges for rental equipment: Mechanical Subcontractor will pay for utility charges incurred as a result of operating rental equipment for temporary HVAC. Fuel charges will be the responsibility of the subcontractor providing the equipment.
- g. Monitoring: During temporary conditioning site conditions shall be monitored. The Contractor will provide data loggers to perform this function.
- h. Humidity control: A heating load may be required to control relative humidity during summer conditions. In humid climates it may be necessary to provide additional moisture removal using dehumidification systems.
- i. Mechanical Subcontractor shall coordinate electrical requirements for temporary HVAC with the Electrical Subcontractor and other affected Subcontractors.
- j. When temporary heat must be maintained during non-working hours, a competent person, agreed upon by Contractor, must be present to monitor heating equipment and take all necessary actions to prevent fire or respond to an emergency per the Contractor's Temporary Heat policy (available upon request). Each Subcontractor is responsible for cost associated with this requirement as it applies to their Work. Temporary heat is defined as any heating source that is powered by electricity (all types), LP gas, kerosene, fuel oil, and natural gas.
- k. Reference "Construction Indoor Air Quality" (IAQ) in this Section for cleanup guidelines, ductwork cleanliness guidelines for maintaining proper indoor air quality.
- l. Reference other Division 00 and 01 Sections "Temporary Facilities and Controls" for additional requirements.
- m. Proper execution of the temporary HVAC and IAQ program should result in clean ductwork systems at project substantial completion. Should ductwork become contaminated, Subcontractor will be held accountable for measures to test and clean ductwork.

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

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

G. Temporary Communication Systems

1. Subcontractor shall provide radios and/or cellular phones for all supervisory personal. Radios shall be as defined by Contractor to allow for common frequency and open communication.
2. Subcontractors requiring land line telephone or data service must coordinate and receive approval of the Contractor, prior to making their own arrangements for installation of these services.

H. Temporary Fire Protection

1. Contractor will provide fire extinguishers of proper type and quantity as required for general fire protection.

2. Subcontractor shall provide firewatch as required to perform its work.
3. Subcontractor shall notify Contractor in advance of performing Hot Work or any activity that could create a fire hazard. If required, Obtain Hot Work permit in advance of performing work and provide necessary fire extinguishers and/or firewatch.

I. Construction Indoor Air Quality (IAQ)

1. Summary: This Section defines the Indoor Air Quality Plan which focuses on providing a clean construction environment in order to produce not only an improved final product but also an improved working environment during construction. Each project will require a tailored IAQ Plan in order to account for any unique construction activities that may necessitate additional IAQ directives.
2. The IAQ guidelines outline the basic information necessary to accomplish the required environmental conditions.
3. Submittals: Indoor Air Quality (IAQ) Plan – After attending a pre-coordination meeting with the Contractor, the Mechanical Subcontractor with guidance from the Contractor shall submit a project specific construction indoor air quality plan describing proposed usage for existing or new temporary HVAC systems and electrical requirements. Coordinate with Electrical Subcontractor.
4. Clean-Up Methods: In order for a Subcontractor to maintain the basic required conditions for an acceptable IAQ environment daily clean-up methods must be performed. These include the following steps:
 - a. Daily clean-up of all waste products.
 - b. Walk-off mats – Often times the most dust and debris comes from outside of the building during poor weather conditions. Temporary walk-off mats should be used at all entrances. Walk off mats shall be provided by the Contractor.
 - c. Vacuums should be readily available to each crew for immediate use. (See “vacuums” below for further information).
 - d. Additional clean-up during finishing will be required in order to mitigate dust and debris that may affect the end product.
 - e. Access points into the building will be restricted to a limited number. Similarly, the trash routes and toilet facilities route may be restricted to these specific access points and therefore must be taken into consideration during planning.
 - f. Drywall Subcontractor shall vacuum out all stud tracks and chases before installing sheetrock.
 - g. Use water based sweeping compounds (only if allowed by finish flooring manufacturer) to minimize dust.
 - h. Equipment rooms shall be cleaned regularly.
5. Vacuums: Although vacuums are only a tool for achieving a successful IAQ Plan the availability of these items becomes an important aspect during construction. The guidelines below provide information that must be followed.
 - a. Saws, sanders, and other construction tools that create dust must be fitted with

vacuums during use.

- b. Shop Vacuums must have a working filter system. Any vacuums that do not appear to vacuum or filter the dust as expected may be required to be replaced per the direction of the Contractor.
6. Cutting: Once the building becomes enclosed, the cutting methods require specific changes that will influence the flow of construction. Cutting within an enclosed space, especially during finishes, may be done only if necessary. The majority of cutting must be completed outside of the building enclosure and would not require any additional safeguards. Cutting within the structure without the following precautions will not be prohibited.
- a. Wet cutting will be required during the cutting of most products within the building enclosure. This mostly pertains to the cutting of concrete and masonry although some finish products such as solid surfacing and tile work may also require wet cutting.
 - b. Cutting of some products such as gypsum board or millwork may need to be performed inside due to weather constraints. These products must utilize saws that can be fitted with vacuums.
 - c. Cutting stations may be built to provide an efficient process for a large amount of cutting. These stations may be designated rooms sealed off to contain the dust and debris. A designated cutting room must be accompanied by a permanent vacuum and daily clean-up of this room will be required. A mobile cutting station could be a secondary option for interior cutting. The mobile station concept will allow for a crew to maintain a close proximity to the current work area while still restricting dust and debris.
7. Ductwork Cleanliness Guidelines: Guidelines for ductwork cleanliness shall be as follows (follow other Subcontract Document requirements if more stringent than requirements listed in this section):
- a. Ductwork Fabrication
 - 1) Shop or factory fabricated ductwork shall be manufactured in a shop environment with the mill oil film removed. When shop fabricated ductwork and fittings are shipped to the site completely assembled, both ends shall be sealed with an adhered protective covering.
 - 2) Ductwork may be shipped unassembled. This duct shall be kept covered and cleaned at the site as it is erected.
 - 3) Ductwork and fittings purchased from other fabricators, i.e. spiral, oval, etc., and delivered directly to the jobsite, shall be cleaned and capped and mill oil removed.
 - 4) Duct fabrication labels shall be placed on duct exterior only. No paper identification labels shall be inside the duct.
 - b. Shipping: All ductwork and accessories shipped from fabrication shop(s) shall be shipped in an enclosed trailer or enclosed truck to protect the ductwork from damage, dirt, and moisture during transit to the jobsite.
 - c. Storage: Ductwork that is delivered to the site shall be installed as soon as possible.

Care shall be taken to schedule only enough material on site for the immediate work. If ductwork is to be stored on the site, it must be in enclosed vans or inside the building at least 4" above the floor to avoid damage from weather or spills. Openings shall remain sealed until installed.

8. Installation

- a. Duct cleanliness for installed ductwork systems shall be maintained to meet the requirements for fabricated ductwork (see above). The ductwork shall be cleaned as necessary to maintain these conditions.
- b. Cover all ends of installed ductwork at the end of each workday, or when work is suspended for any length of time, i.e. breaks, lunch, etc. Hair nets are not an acceptable form of covering ductwork.
- c. If installed prior to roofing, protect ductwork from water infiltration.

9. Special Systems (Surgery, Pharmacy, Labs etc.): Any special systems, as outlined in the specifications or noted on the drawings, shall be internally cleaned with sterilizing alcohol. All openings shall be kept sealed and not opened for air outlet installation until all room finishes and dust related work is completed. Ductwork and equipment for these systems shall not be utilized for temporary heating and cooling. If conditioning of these spaces is required, temporary units may be necessary. These systems shall not be brought on-line until dust generating activities are complete (as directed by the Contractor).

10. Air Outlets Diffusers and Grilles:

- a. Air outlets shall be installed with filter media or blanked off (as directed by the Contractor).
- b. Return air shall not be activated until all dust generating activities are complete. If return air must be activated prior to completion, upon approval by the Contractor, install filter media on return duct openings.
- c. Equipment
 - 1) Air Handling Units, including their respective mechanical equipment rooms, and rooftop units are to be inspected for dirt/debris prior to any filter installation/start-up and shall be cleaned as necessary. Use 10% Isopropyl Alcohol-Water solution to wipe down the inside surfaces of the air handlers. Use proper ventilation whenever cleaning with an Isopropyl Alcohol solution.
 - 2) All VAV terminal units shall be shipped from the factory and completely sealed and shall not be opened until they are installed, and ductwork connected. Also, terminal units are to be protected even if installed.

11. Protection of absorptive materials from moisture damage: HVAC Pipe or Ductwork insulation shall be stored 4" off the floor and covered to protect it from moisture and dirt, if necessary. Once installed this is the responsibility of the Subcontractor until the owner has accepted the work.

J. Construction Fence

1. Contractor will erect and maintain a construction fence around the perimeter of the site and staging area as indicated on the site access plan. Fence and gates will be located to

provide access/egress as determined by Contractor. Subcontractor shall not remove sections of the fence without approval from Contractor. Subcontractors granted approval to remove a portion of the construction fence will be responsible to replace and restore those sections to the satisfaction of Contractor. Reference Section titled "Site Access Plan" 00 30 00 for further detail.

K. Temporary Onsite Structures

1. Each Subcontractor shall coordinate and obtain the approval of the Contractor for on-site temporary office and storage facilities. Subcontractor shall provide, maintain and remove its own temporary office and storage facilities.
2. Temporary power, telephone and water service requirements to its on-site temporary facilities shall be the responsibility the Subcontractor requiring temporary facilities
3. Reference the Site Access Plan for centralized temporary facilities, if any.

L. Deliveries and Storage

1. Each Subcontractor shall familiarize themselves with available existing and planned site access road conditions including associated requirements such as overhead power lines, other overhead clearances, available vehicle turning radius at corners and/or intersections, or maximum load capacity of access roads. If equipment or materials cannot be delivered to the project site based on available access constraints, Subcontractor shall be responsible for temporary and/or permanent access infrastructure modifications as required to perform delivery and any repairs made necessary because of modifications and/or damage caused by delivery of materials and equipment to or from the Project site.
2. Coordinate and schedule all material deliveries and storage in advance of the scheduled work. Subcontractor's on-site personnel shall receive, unload and store all material to be installed as part of the Work.
3. Onsite storage shall not be allowed except as specifically approved by the Contractor. Contractor will not assume any responsibility for Subcontractor's stored materials.
4. If it becomes necessary at any time during construction to move Subcontractor's stored materials, temporary protection, equipment or barricades which impede or interfere with construction, the Subcontractor, when directed by the Contractor, shall move them to location acceptable to Contractor within 24 hours of request and without additional charge to the Contractor.

M. Temporary Enclosures

1. Any work requiring protection from weather or other detrimental conditions shall be protected by the Subcontractor performing that work.

N. Surveying

1. Benchmarks will be established and maintained by the Contractor. Any inconsistencies found in dimensions or elevations shall be reported to the Contractor before proceeding with work.
2. All other layout required for the Work shall be by the Subcontractor, unless specifically noted otherwise.

O. Site and Area Restrictions and Requirements

1. Reference Section titled "Site Access Plan" Section 00 30 00.
2. Access to and from the site is under the control and direction of Contractor. All Subcontractors are responsible coordinating and obtaining the approval of their delivery schedule with the Contractor.
3. Limited Parking will be provided at the site per the site access plan.
4. Earthwork Subcontractor shall construct and maintain temporary roads, crane roads and pads, and paved areas adequate for construction operations as described in the Site Access Plan. At a time directed by the Contractor, Excavation Subcontractor shall remove temporary roads and paved areas not intended for integration into permanent construction. Each Subcontractor requiring temporary roads or pads beyond that indicated on Site Access Plan shall coordinate and obtain the approval of the Contractor. If approved by Contractor, Subcontractor shall provide and maintain temporary roads and pads for its use and remove them at the direction of the Contractor.
5. Traffic Controls: Each Subcontractor shall provide traffic controls including, but not limited to, barricades, flagmen and street closure permits for their Work. Comply with requirements of authorities having jurisdiction. Protect existing site improvements to remain including curbs, pavement, and utilities. Maintain access for fire-fighting equipment and access to fire hydrants.
6. Each Subcontractor is responsible for daily cleaning of streets from mud track-out as a result of their Work.

P. Water and Snow Removal

1. Each Subcontractor shall remove water as required to maintain progress of the Work according to the schedule.
2. Snow and Ice Removal: Each Subcontractor shall remove snow and ice as required to maintain progress of the work according to schedule. The Contractor will remove snow to permit site access. The use of calcium chloride as an aid or means to remove snow or ice will not be permitted.

Q. Security and Protection Facilities Installation

1. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction and Subcontract Documents. Primary responsibility for the stormwater and erosion control will be the Earthwork Subcontractor. To the extent other Subcontractor's work will result in additional land disturbance or affect erosion control measures in place, the subcontractor shall comply with the requirements of the Subcontract Documents and the authorities having jurisdiction.
2. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains. Primary responsibility for this Work will be the Earthwork Subcontractor. To the extent other Subcontractor's work will result in additional land disturbance or affect erosion control measures in place,

the subcontractor shall comply with the requirements of the Subcontract Documents and the authorities having jurisdiction.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Project will have a Controlled Insurance Program ("CIP"), as set forth in this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Controlled Insurance Program Requirements & Forms for General Liability Only

****NOTE: TRADE PARTNER SHALL EXCLUDE COST OF
ON-SITE GENERAL LIABILITY INSURANCE FROM BID.**



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THIS MANUAL IS PART OF YOUR CONTRACT.

Dunn VII Version 02-2023 \$50M Excess

Introduction.....	I
Definitions.....	II
Checklist for Enrollment	III
Administrative Contacts.....	IV
Miscellaneous DCIP Requirements.....	V
Insurance to be Furnished by Enrolled Trade Partners	VI
Insurance to be Furnished by Non-enrolled Trade Partners	VII
Termination of DCIP and Alternate Insurance.....	VIII
DCIP Insurance provided for Enrolled Trade Partners	IX
Claim Procedures	X
DCIP Project Safety Program.....	XI
Forms.....	XII
Trade Partner Enrollment Application	
Certificate of Insurance – Enrolled Trade Partner	
Certificate of Insurance – Non-enrolled Trade Partner	
Claim Reporting Form	

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

What is a Controlled Insurance Program?

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

What coverage will the DCIP provide?

The following coverage is provided by the DCIP for the Contractor and **Enrolled** Trade Partners: onsite General Liability and onsite Excess Liability.

Who is eligible to be enrolled?

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

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

- ✓ **Exclude** onsite General Liability **and** Umbrella/Excess Liability costs from pricing; include all other insurance costs as required by this manual and Contract in the price.
- ✓ Prior to starting work, complete all enrollment forms. (Section XII)
- ✓ Prior to starting work, provide Certificate(s) of Insurance evidencing all coverage required in this manual to be furnished by Enrolled Trade Partners and not provided under the DCIP. (Section XII) All certificates of insurance and applicable endorsements evidencing all required insurance shall be tendered to JE Dunn. Trade Partner authorizes Contractor and myCOI to contact Trade Partner's insurance agent/broker or other authorized person to obtain certificates of insurance and request, as appropriate, changes to such insurance to meet the requirements herein.
- ✓ Comply with all on-site safety requirements including, but not limited to, the DCIP Project Safety Program. (Section XI and http://sms.jedunn.com/safety_program)
- ✓ Immediately report accidents or occurrences as required in the Claims Procedures. (Section X)

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

- ✓ Contracts are to be bid with **all** costs of providing insurance required in this manual and Contract **included** in its overall price for the Work. (Section VII)
- ✓ Provide certificate(s) of insurance evidencing all coverage required in this manual to be furnished by Non-enrolled Trade Partners. (Sections VIII and XII) All certificates of insurance and applicable endorsements evidencing all required insurance shall be tendered to JE Dunn. Trade Partner authorizes Contractor to contact Trade Partner's insurance agent/broker or other authorized person to obtain certificates of insurance and request, as appropriate, changes to such insurance to meet the requirements herein.
- ✓ Comply with all on-site safety requirements including, but not limited to, the DCIP Project Safety Program. (Section XI and http://sms.jedunn.com/safety_program)

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

Who is excluded from the DCIP?

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

- ✓ Trade Partners performing hazardous material remediation;
- ✓ Trade Partners performing structural demolition (dismantling will be included into the DCIP if no wrecking balls, explosive or demolition that is structural in nature is performed)
- ✓ Trade Partners performing blasting operations;
- ✓ Elevator Trade Partners;
- ✓ Architects, engineers, surveyors, testing laboratories, and their consultants; and
- ✓ Vendors, suppliers, material dealers, haulers and/or independent haulers, and firms whose sole function is to transport, pick up, deliver, or carry materials, supplies, tools, equipment, parts, or other items or persons to or from the Project Site.

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

Important Facts

- ✓ **Enrollment:** Enrollment in the DCIP by all eligible Trade Partners is mandatory (unless specifically excluded by the Contractor) but not automatic. **Satisfactory completion and submission of enrollment documentation and compliant insurance certificates are required PRIOR TO STARTING WORK AT THE PROJECT SITE.**
- ✓ **Enrolled Trade Partner insurance credit calculation:** JE Dunn reserves the right to verify the insurance amount excluded from bid packages. At JE Dunn and/or DCIP administrator request, each trade partner and each of its lower tier trade partners shall submit all documentation in connection therewith, including, but not limited to:
 - Copies of declaration and rate pages for the state where the project is located.
 - Deductible or retention pages
 - If applicable, loss pick rate information on insurance carrier letterhead

The DCIP administrator will review the data submitted by the trade partner for accuracy. In the event of discrepancy, the DCIP administrator will notify the JE Dunn and trade partner.

The trade partner represents that all insurance credit information submitted to DCIP administrator to verify insurance credit is accurate and complete. The trade partner agrees that

I. Introduction

JE Dunn is entitled to and may identify additional insurance credits resulting from inaccurate assumptions in the initial credit.

- ✓ **Enrolled Trade Partners:** The DCIP shall apply to the Contractor and eligible Trade Partners who have complied with the insurance requirements and completed the enrollment process. Contractor reserves the right to exclude any Trade Partner from the DCIP.
- ✓ **Excluded Trade Partners/Activities:** See above and Section II *Definitions* to review the parties and activities excluded from DCIP coverage. The Contractor, at its sole discretion, will determine which Trade Partner(s) of any tier will participate in the DCIP.
- ✓ **Scope of Insurance:** Unless otherwise specifically indicated, the coverage set forth in Section IX *DCIP Insurance provided for Enrolled Trade Partners* will cover only those operations of the enrolled parties performed in connection with the Work on the Project Site and employees of the enrolled parties while performing the Work on the Project Site. The DCIP shall not apply to the operations or the employees of any Trade Partner at their offices, factories, warehouses or otherwise not on the Project Site.
- ✓ **Safety:** Strict compliance with Section XI – *DCIP Project Safety Program*, the Dunn national safety program (at http://sms.jedunn.com/safety_program), and any other safety requirements in the Contract Documents, will always be required. Failure to comply is a default of the Subcontract and could result in being denied coverage under the DCIP, being denied access to the Project Site, or termination of the Subcontract.
- ✓ **Trade Partner Enrollment Process:** Trade Partners are required to submit a Trade Partner Enrollment Application as well as a certificate of insurance complying with the requirements herein.
- ✓ **If an Enrolled Trade Partner contracts with a lower tier Trade Partner, including contract employee(s) and temporary employment agencies, the Trade Partner is responsible for the following:**
 1. Including this manual and all requirements within it as a part of the Enrolled Trade Partner's lower tier subcontract agreement(s); and ensuring that such lower tier Trade Partners fulfill all obligations as required of you as a Trade Partner under the DCIP.
 2. Notifying the Contractor of all subcontract awards utilizing the Trade Partner Enrollment Application-GL Only Program form. (Section XII *Enrollment Forms*).
 3. Ensuring lower tier Trade Partner(s) bids **exclude onsite General Liability coverage cost** but include all other insurance required by this manual.

All Enrolled Trade Partners will be required to meet the DCIP requirements. The Contractor has the authority to deny access to the Jobsite for noncompliance with insurance or safety requirements. **TRADE PARTNERS SHALL VERIFY THEIR LOWER TIER TRADE PARTNER(S) HAVE MET THESE REQUIREMENTS PRIOR TO AWARDED WORK, INCLUDING, BUT NOT LIMITED TO, COLLECTION OF ALL**

REQUIRED CERTIFICATES OF INSURANCE. Upon request, Trade Partner shall provide the Contractor with all certificates from Trade Partner's lower tier Trade Partners.

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

Who needs a copy of this manual?

- ✓ Trade Partner's administrative personnel who manage its insurance and/or its insurance agent/broker.
- ✓ Trade Partner's estimators, prior to bidding work on the Project.
- ✓ Trade Partner's payroll personnel, who will be responsible for turning in the payroll reports.
- ✓ Trade Partner's safety personnel, who will need to educate its on-site workers with respect to the Project Safety Program requirements.
- ✓ Trade Partner's claims personnel, who will be responsible for turning in claims.
- ✓ Lower-tier Trade Partners (of any tier).

- ✓ It is recommended you discuss with your insurance agent(s) / broker(s) endorsing your coverage to be excess and contingent over the DCIP coverage for on-site activities. Many traditional insurance programs contain "CIP exclusions" which it is recommended be removed.

II. Definitions

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

Architect/Engineer

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

Contractor

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

Contract/ Contract Document(s)

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

DCIP

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

Designated Representative

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

Enrolled Trade Partner

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

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

Excess Liability

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

Excluded Parties / Activities

Project participants that fall into the following categories:

1. Trade Partners performing hazardous material remediation and their lower tier Trade Partners.
2. Trade Partners performing structural demolition and their lower tier Trade Partners. (Dismantling will be included into the DCIP if no wrecking balls, explosive or demolition that is structural in nature is performed).
3. Trade Partners performing blasting operations and their lower tier Trade Partners.
4. Elevator Trade Partners and their lower tier Trade Partners.
5. Architect, engineer, surveyor, or testing laboratory and their sub-consultants of any tier.
6. Vendors, suppliers, material dealers, haulers and/or independent haulers, and firms whose sole function is to transport, pick up, deliver, or carry materials, supplies, tools, equipment, parts, or other items or persons to or from the Project Site.

Insurer(s)

Commercial General Liability: Liberty Mutual Fire Insurance Co.

Excess Liability: National Fire & Marine Insurance Co.

Excess Liability: Ohio Casualty Insurance Co.

Jobsite / Project Site

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

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

Non-enrolled Trade Partner

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

Owner

Owner as defined in the Contract Documents

Project

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

Project Insurance Manual

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

Trade Partner

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

Trade Partner Supervisor

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

Work

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

III. Checklist for Enrollment

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

- ❑ Trade Partner Enrollment Application-GL Only Program (Section XII Forms).
- ❑ Certificate(s) of insurance (Section XII Forms) must be rendered to JE Dunn

IV. Administrative Contacts

Loss Control	James Robles, National Safety Director JE Dunn Construction Company 1001 Locust St. Kansas City, MO 64106 (512) 687-6146 james.robles@jedunn.com
Claims Consultant (GL)	Holly Wright, Claims Consultant Lockton Companies, LLC 444 West 47th Street, Suite 900 Kansas City, Missouri 64112-1906 (816) 960-9429 hwright@lockton.com
DCIP Director and Program Administrator	Beth Brown, Insurance Program Manager J. E. Dunn Construction Company 1001 Locust Street Kansas City, MO 64106 (816) 292-8732 beth.brown@jedunn.com
Contact for Filing Claims	Beth Brown J. E. Dunn Construction Company 1001 Locust Street Kansas City, MO 64106 (816) 292-8732 claims@jedunn.com

V. Miscellaneous DCIP Requirements

Audits

If a Contract provides for audit, due to the GMP nature of the Contract, for change orders, or any other provision, and if during such audit costs are discovered which relate to onsite General Liability coverage, such costs shall be disallowed.

Returning to the Jobsite after Substantial Completion

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

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

Assignment and Transfer to Return of Premiums

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

VI. Insurance to be Furnished by Enrolled Trade Partners

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

1. **Minimum Coverage and Limits.** Unless higher limits are required in the Contract Documents, Enrolled Trade Partners must procure, carry, and maintain policies of insurance meeting the requirements and minimum limits listed below. Where appropriate, the required insurance limits may be provided through a combination of primary and excess/umbrella policies.
 - A. **Workers' Compensation and Employer's Liability Insurance.** Enrolled Trade Partners must obtain and maintain Workers' Compensation to cover the statutory limits and requirements of the Workers' Compensation laws of the state or states in which the Enrolled Trade Partner's Work is performed. Trade Partner Workers' Compensation insurance shall include coverage for all proprietors, partners, members, and executives. **Enrolled Trade Partners must carry this insurance regardless of eligibility for waiver or exemption of coverage under a state law.** Trade Partner's Workers' Compensation insurance shall provide coverage for every tier with whom Trade Partner has a contract to perform Trade Partner's Work on the project, including, but not limited to, lower tier Trade Partners, Professional Employee Organizations, staffing companies, or labor vendors where such entities are performing any labor or services on the project. Enrolled Trade Partners must also obtain and maintain Employer's Liability insurance, including Occupational Disease coverage, meeting the requirements, and written for the following policy limits:

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

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

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

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

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

- B. **OFFSITE Commercial General Liability Insurance.** Enrolled Trade Partners must obtain and maintain Commercial General Liability insurance for activities **not on the Jobsite** for the hazards of (i) construction operation, (ii) independent contractors,

VI. Insurance to be Furnished by Enrolled Trade Partners

(iii) products/completed operations, (iv) explosion, collapse and underground (XCU), (v) broad form property damage, (vi) personal injury, (vii) premises operations, and (viii) broad form contractual liability. Such insurance must be written for the following policy limits:

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

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

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

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

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

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

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

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

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

VI. Insurance to be Furnished by Enrolled Trade Partners

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

- F. **Commercial Watercraft and/or Aircraft Liability (if applicable).** If watercraft or aircraft are used in connection with the Enrolled Trade Partner's Work, Enrolled Trade Partners must obtain and maintain Commercial Watercraft and/or Aircraft Liability insurance covering the use of all owned, non-owned, and hired watercraft and/or aircraft written with a combined bodily injury or property damage limit of **\$50,000,000**.
- G. **Pollution Liability (if Trade Partner's scope of work includes abatement, remediation, or handling of hazardous materials).** The Contractor reserves the right to determine, on an individual Contract basis, whether pollution coverage must be carried by a Trade Partner and what limits will be required. If required, a Trade Partner must furnish insurance providing coverage for Pollution Liability in an amount not less than **\$2,000,000 per occurrence / \$2,000,000 Annual Aggregate** and complying with any other requirements of the Contract Documents. Such coverage shall be maintained or renewed annually for a minimum of the statute of repose for the state in which the project is located.
- H. **Equipment Policy.** Trade Partners must provide property coverage for their equipment and tools brought onto the Project site. Trade Partners waive all rights and claims against Owner, Contractor, Architect, and other trade partners of any tier for damages or losses to their personal property, including, without limitation, their tools, equipment, machinery, mobile construction equipment, vessels, scaffolding and temporary structures, whether owned, used, leased, or rented by Trade Partner, however caused. Trade Partner's insurance policies shall provide for such waiver by endorsement or otherwise. Trade Partner shall be solely responsible for any loss or damage to their personal property, however caused, and shall have no right of recovery against Owner, Contractor, Architect and other trade partners for such loss or damage.
- I. **Manned and Unmanned Aerial Services.** Before contracting for aerial services (such as manned or unmanned aerial photography), Enrolled Trade Partners must show that providers have aviation liability insurance coverage. A compliant certificate of insurance must be provided prior to executing an agreement or commencing services as follows:
- Specifically states that JE Dunn Construction Company and the Owner of the Project are Additional Insureds with respect to Aviation / Aircraft Liability coverage.
 - Lists "JE Dunn Construction Company" as the certificate holder. JE Dunn will not accept a "generic," or blank, certificate.
 - Shows liability limits maintained on the specific and identified aircraft/drone meeting or exceeding the following:
 - **\$1,000,000** per occurrence (with no per passenger or per person sublimit).
 - Includes a statement indicating the policy has been endorsed to waive the insurer's rights to subrogate against JE Dunn and the Owner with respect to claims arising from the use of the aircraft/drone in performing work on behalf of JE Dunn.
 - Includes a thirty (30) day written notice of cancellation in favor of JE Dunn.

VI. Insurance to be Furnished by Enrolled Trade Partners

- States the following on the certificate: “Coverage is primary and without right of contribution of any insurance maintained by JE Dunn Construction Company or [the Owner of the Project].”

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

2. Conditions

- Insurance Primary.** Enrolled Trade Partners agree that all its policies of insurance are primary, non-contributory with and not in excess of the coverage of the insurance provided hereunder (whether primary, excess, or umbrella) or any other insurance available to Additional Insureds required by Contract.
 - Severability of Interest.** Offsite General Liability, Offsite Excess/Umbrella Liability, and Pollution Liability, if any, must be written to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, must operate in the same manner as if there were a separate policy covering each insured.
 - Waiver of Subrogation.** All policies of insurance, where allowed by law and excluding Design/Professional Liability insurance, that are in any way related to the Work or services of the Project, including those that are secured and maintained by consultants and lower-tier Trade Partners, must include a provision providing that each party and its insurance carrier waive all rights of recovery under subrogation or otherwise against the Owner, Contractor, Architect (if required in the Contract Documents), Enrolled Trade Partners of any tier, and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries and affiliates.
 - Additional Insureds.** Trade Partner-furnished insurance (except Workers’ Compensation Insurance and Design/Professional Liability, if applicable) must include Owner, Contractor, Architect (if required in the Contract Documents), and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries and affiliates as additional insureds as their respective interest may appear (“Additional Insureds”). Additional Insured status must be provided for ongoing operations and completed operations. Additional Insured endorsements are subject to Contractor’s review and approval if provided with certificates of insurance. Additional Insured endorsements may not contain time limitations shorter than required by Contract, nor may it alter/limit coverage provided to the Additional Insured. All limits of liability available to the Trade Partner shall inure to the benefit of the Additional Insureds.
 - Cancellation Notice.** Policies shall not be canceled, non-renewed or materially changed without the Trade Partner providing sixty (60) days prior written notice to Contractor.
3. **Lower-Tier Trade Partners’ Insurance.** A Trade Partner must require all lower-tier Trade Partners providing labor, equipment, materials, or services directly to Trade Partner in connection with the Trade Partner’s Work to obtain, maintain and keep in force coverage in

VI. Insurance to be Furnished by Enrolled Trade Partners

accordance with these insurance requirements. Trade partner will not be excused from its obligations to cause such lower tier Trade Partners to meet the insurance coverage requirements set forth under this section unless Trade Partner obtains in writing from Contractor a waiver, which must be effective only as to such requirements and for such lower-tier Trade Partners specifically identified therein.

4. General Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

insurance must be provided prior to executing an agreement or commencing services as follows:

- Specifically states that JE Dunn Construction Company and the Owner of the Project are Additional Insureds with respect to Aviation / Aircraft Liability coverage.
- Lists "JE Dunn Construction Company" as the certificate holder. JE Dunn will not accept a "generic," or blank, certificate.
- Shows liability limits maintained on the specific and identified aircraft/drone meeting or exceeding the following:
 - **\$1,000,000** per occurrence (with no per passenger or per person sublimit).
- Includes a statement indicating the policy has been endorsed to waive the insurer's rights to subrogate against JE Dunn and the Owner with respect to claims arising from the use of the aircraft/drone in performing work on behalf of JE Dunn.
- Includes a thirty (30) day written notice of cancellation in favor of JE Dunn.
- States the following on the certificate: "Coverage is primary and without right of contribution of any insurance maintained by JE Dunn Construction Company or [the Owner of the Project]."

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

2. Conditions

- Insurance Primary.** Non-enrolled Trade Partners agree that all its policies of insurance are primary, non-contributory with and not in excess of Contractor's primary, excess or umbrella insurance or any other insurance available to the Contractor, Enrolled Trade Partners, or Additional Insureds required by Contract.
- Severability of Interest.** General Liability, Excess/Umbrella Liability and Pollution Liability, if any, must be written to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, must operate in the same manner as if there were a separate policy covering each insured.
- Waiver of Subrogation.** All policies of insurance, as allowed by law and excluding Design/Professional Liability insurance, that are in any way related to the Work or services of the Project, including those that are secured and maintained by consultants and lower-tier Trade Partners, must include a provision providing that each party and its insurance carrier waive all rights of recovery under subrogation or otherwise against the Owner, Contractor, Architect (if required in the Contract Documents), any Trade Partners of any tier, and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries and affiliates.
- Additional Insureds.** Trade Partner-furnished insurance (except Workers' Compensation Insurance and Design/Professional Liability, if applicable) must include, Owner, Contractor, Architect (if required in the Contract Documents), and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries

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

and affiliates as additional insureds as their respective interest may appear (“Additional Insureds”). Additional Insured status must be provided for ongoing operations and completed operations. Additional Insured endorsements are subject to Contractor review and approval if provided with certificates of insurance. Additional Insured endorsements may not contain time limitation shorter than required by Contract, nor may it alter/limit coverage provided to the Additional Insured. All Limits of Liability available to the Trade Partner will inure to the benefit of the Additional Insureds.

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

3. **Lower-Tier Trade Partners’ Insurance.** A Trade Partner must require all lower-tier Trade Partners providing labor, equipment, materials or services directly to Trade Partner in connection with the Trade Partner’s Work to obtain, maintain and keep in force coverage in accordance with these insurance requirements.

Trade Partner will not be excused from its obligations to cause such lower-tier Trade Partners to meet the insurance coverage requirements set forth under this section unless Trade Partner obtains in writing from Contractor a waiver, which must be effective only as to such requirements and for such lower-tier Trade Partners specifically identified therein.

4. General Requirements

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

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

- G. The required coverage and limits referred to and set forth herein do not affect or limit Trade Partner's liability with respect to its Contract and its performance or the coverage afforded to an Additional Insured.

VIII. Termination of DCIP and Alternate Insurance

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

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

IX. DCIP Insurance Provided for Enrolled Trade Partners

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

1. Commercial General Liability

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

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

Projects with a value between \$1M and \$15M:

Coverage is provided with combined limits of \$5,000,000 per occurrence, \$20,000,000 General Aggregate and \$20,000,000 Completed Operations. The limits of liability apply for all projects enrolled in the DCIP and are shared by Contractor and all Enrolled Trade Partners. General Aggregate limits shall be reinstated annually.

Projects with a value exceeding \$15M:

Coverage is provided with combined limits of \$5,000,000 per occurrence, \$10,000,000 General Aggregate and \$10,000,000 Completed Operations. The limits of liability are shared by Contractor and all Enrolled Trade Partners. Aggregates are per project. General Aggregate limits shall be reinstated annually.

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

IX. DCIP Insurance Provided for Enrolled Trade Partners

Specific exclusions:

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

Deductible

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

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

2. Excess Liability

Coverage varies depending on project value. The policy includes:

Projects with a value between \$1M and \$15M:

Coverage is provided with combined limits of \$50,000,000 per occurrence, \$50,000,000 General Aggregate and \$50,000,000 Completed Operations. The limits of liability apply for all projects enrolled in the DCIP and are shared by Contractor and all Enrolled Trade Partners. General Aggregate limits shall be reinstated annually.

Projects with a value exceeding \$15M:

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

Excess shall not provide excess coverage for Employer's Liability, Automobile Liability, or any type of Liability coverage other than onsite General Liability coverage.

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

DCIP Insurance Carriers

General Liability: Liberty Mutual Fire Insurance Co.

Excess Liability: National Fire & Marine Insurance Co.

Excess Liability: Ohio Casualty Insurance Co.,

IX. DCIP Insurance Provided for Enrolled Trade Partners

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

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

X. Claim Procedures

1. **General Liability Claims – Enrolled Trade Partners:** It is the responsibility of all Enrolled Trade Partners to notify the Contractor of all claims **within 24 hours** of the occurrence by following the procedures below. **Failure to timely notify Contractor of any and all claims could be grounds for denial of coverage.**
 - A. Immediately notify the Contractor's superintendent or project manager of any property damage or injury involving a third party.
 - B. An Enrolled Trade Partner shall complete a Claim Reporting Form (Section XII *Forms*) and email to claims@jedunn.com **within 24 hours** of the occurrence.
 - C. In the event the Trade Partner is served with a summons or other legal notice involving a claim of personal injury or property damage to a third party related to the Project, a copy of the summons, complaint, or other legal notice shall be forwarded **within 24 hours** of its receipt to the Contractor's project manager with a PDF copy to claims@jedunn.com. If not previously submitted, a Claim Reporting Form should also be completed, as described above. **Delay in reporting a summons or other legal notice could result in a default judgment against the Trade Partner.**
 - D. Trade Partners shall assist in completing any paperwork (including the Claim Reporting Form), undertaking any investigation of the injury or property damage, and cooperating in any and all activities to bring a claim to resolution. Trade Partner should be prepared to provide:
 - Date, time, and location of the occurrence
 - Name, address, and phone number of the injured person(s) and/or owner(s) of the damaged property
 - Description of the damaged property, if any
 - Name, address, and phone number of witness(es).
2. **General Liability Claims – Non-enrolled Trade Partners:** Non-enrolled Trade Partners shall report any property damage or injury involving a third party directly to their own insurance carrier/broker by following its usual procedures. Non-enrolled Trade Partners shall likewise notify Contractor's superintendent or project manager of any such occurrence and shall, on request, confirm to Contractor that satisfactory reporting to the insurance carrier has occurred.
3. Enrolled Trade Partners, on a quarterly basis, may request a reporting of the participant's respective claims details and loss information. An Enrolled Trade Partner may submit their request by email to claims@jedunn.com.
4. **Joint Representation.** When legal representation is required by two or more parties insured under the DCIP, absent an actual conflict of interest between such insureds, the Insurer shall have the right to retain one attorney to represent all such insureds in any action or proceeding in which more than one insured is named. An insured has an actual conflict, and is entitled to separate counsel, only in the following circumstances:

X. Claim Procedures

- The DCIP Insurer has issued a reservation of rights to one, but not all, insureds joined in such action or proceeding;
- A DCIP Insurer's reservation of rights issued to one insured contains reservations different than a reservation issued to another insured(s) joined in such action or proceeding; or
- Adequate limits of DCIP insurance are not available for the damages sought in such action or proceeding; or
- As addressed by statute.

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

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

TABLE OF CONTENTS

- 1.0 INTRODUCTION & POLICY STATEMENT
 - 1.1 Definitions
- 2.0 RESPONSIBILITIES
- 3.0 HAZARD NOTIFICATION

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

1.0 INTRODUCTION & POLICY STATEMENT

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

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

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

Additionally, the Contractor and DCIP Administrator have prepared DCIP-specific Project Safety Requirements. The Safety and Health Program, as well as the DCIP-specific Project Safety Requirements, are binding terms for all Enrolled and Non-enrolled Trade Partners. **Together, these two items comprise the core of the *Project Safety Program* for any DCIP Project.**

It is a requirement of all Trade Partners that the Safety and Health Program, including the DCIP-specific Project Safety Requirements and any contract provisions necessary to operate and enforce the Project Safety Program successfully, be included in all Project contracts and subcontracts to the lowest tier. The Contractor shall be responsible for the proper execution of the project loss control program.

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

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

1.1 Definitions

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

- A. Project Safety Program: shall be comprised of the Contractor's national Safety and Health Program, the DCIP-specific Project Safety Requirements, OSHA regulations, other applicable regulations (federal, state or local), and any contract provisions necessary to operate and enforce the program.

XI. DCIP Project Safety Program

- B. Contractor's Representative: the person(s) designated by the Contractor as having the responsibility to monitor the Project Safety Program.
- C. Trade Partner Safety Representative: the individual on the payroll for each Trade Partner responsible for monitoring compliance with the Project Safety Program and the respective Trade Partner's own safety plan.

2.0 RESPONSIBILITIES

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

All Trade Partners shall require their employees to complete a project safety orientation prior to being able to enter the work area. Training shall include introduction to the Project Safety Program, as well as proper use of personal protective equipment requirements such as hard hats, safety glasses, ear protection, foot protection, and clothing requirements. It is the Trade Partner's responsibility to provide task specific safety training for their workers.

Trade Partner's personnel, employees, suppliers, consultants, agents and visitors shall, when upon or about the Project site, observe and comply with the strictest provisions of all federal, state, or local safety, fire, and environmental laws, rules, and regulations and as otherwise prescribed by the Project Safety Program or any other legal requirements.

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

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

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

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

Each Trade Partner is required to name an individual on its payroll as Trade Partner Safety Representative. Each Trade Partner Safety Representative shall have the experience, ability, and authority to act on the respective Trade Partner's behalf in matters of safety on the Project. This individual shall, at a minimum, be certified in the OSHA 10 Hour hazard recognition course within 60 days of Contract award. The Trade Partner Safety Representatives shall be allowed adequate time to conduct all necessary safety activities

XI. DCIP Project Safety Program

required by the Project Safety Program for the successful operation of the Safety Program. Costs of Trade Partner's participation in the activities are the responsibility of the Trade Partner. Selection of these representatives is subject to approval of the Project Safety Manager. Each Trade Partner Safety Representative will become a member of the Project Safety Committee(s) and will be expected to attend all committee meetings called by the Contractor.

Trade Partners shall provide the following items:

- A copy of the Trade Partner's safety plan;
- A copy of their OSHA Hazard Communication Program;
- A list of the chemicals used on the Jobsite in the performance of the Work;
- Copies of Material Safety Data Sheets (MSDS) for each covered chemical used on the Jobsite;
- Documentation for any required training for Project employees as it applies to their Work;
- Copies of accident investigation (within 24 hours of occurrence) for any incident or near miss occurring on the Project site;
- Records, including the OSHA 300 log, of occupational injuries and illnesses that occur on the Jobsite;
- Records of the disposal of chemicals/materials or any other hazardous wastes used on the Jobsite in the performance of the Contract; and
- Proof of compliance with storm water discharge environmental regulations. (The Contractor, and its option, may choose to create and maintain this documentation for the Trade Partners.)

Employees are prohibited from use and possession of alcoholic beverages or drugs (other than prescription) while performing Work on the Project or attending Project sponsored activities. Carrying weapons or ammunition on the Project Site is also prohibited. Trade Partner further agrees to comply with any postings or notices placed on site by the Contractor's representative or the Project Safety Manager regarding safety, security, or weapons.

The Contractor has adopted a policy of a drug free work site on the project, which may include, but is not limited to pre-work, just cause, and post-accident drug screening.

Any employee involved in an accident or incident that results in an injury or property damage will be **required** to submit to a **post-incident drug test**. In cases of an on-the-job injury, such tests will be administrated at the time an injured worker receives medical treatment resulting from the incident. Testing is not limited to the injured employee but

XI. DCIP Project Safety Program

may be required of all or any person(s) involved in the incident as required by the Project Safety Manager. The testing methods, procedures, and protocols utilized will be subject to approval by the Project Safety Manager. The cost of the drug test is the responsibility of the Trade Partner.

The Trade Partner shall provide, or cause to be provided, to each worker on the Jobsite the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same.

In addition to task specific safety training, each Trade Partner shall conduct weekly toolbox talks. Safety meetings shall be documented by subject, date and time, and attendees' names. A copy of the toolbox talk must be transmitted weekly to the Project Safety Manager. If the limited number of employees of the Trade Partner on site makes such a talk impractical, such employees shall attend the weekly toolbox talk scheduled by the Contractor. Various training materials are available through trade associations, insurance companies, and the Project Safety Manager.

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

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

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

3.0 HAZARD NOTIFICATION

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

Trade Partners encountering safety hazards beyond their control or expertise to correct are encouraged to notify the Contractor of their concerns. Failure on the part of the Contractor

XI. DCIP Project Safety Program

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

- A. Trade Partner Enrollment Application – GL Only Program
- B. Certificate of Insurance – Enrolled
- C. Certificate of Insurance – Non-enrolled
- D. Claim Reporting Form

**Dunn Controlled Insurance Program
Trade Partner Enrollment Application – GL Only Program**

Prime Trade Partner

Project Name: _____

Company Name: _____

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

Company Address: _____
Street Address _____

City _____ *State* _____ *Zip* _____

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

Scope of Work: _____ Estimated Start Date: _____

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

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

LOWER TIER TRADE PARTNER ONE:

Company Name: _____

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

Company Address: _____
Street Address _____

City _____ *State* _____ *Zip* _____

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

Scope of Work: _____ Estimated Start Date: _____

LOWER TIER TRADE PARTNER TWO:

Company Name: _____

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

Company Address: _____
Street Address _____

City _____ *State* _____ *Zip* _____

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

Scope of Work: _____ Estimated Start Date: _____

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

Signature of Company Officer: _____ Date: _____

Please return this completed form to the Project Management staff for this project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Broker Name [Name, Address]	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Trade Partner [Name, Address]	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: A- VI or Higher	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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

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

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

JE Dunn Construction Company; Owner; Architect (if required in the Contract Documents); and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries and affiliates are included as additional insured on a primary & non-contributory basis for ongoing and completed operations as respects liability coverage, excluding workers compensation a waiver of subrogation in favor of the additional insured parties applies where allowed by law; 60 days' notice of cancellation will be provided to the Certificate Holder.

***Umbrella/Excess must follow form and extend over general liability, auto liability, employer's liability, and include severability of interest; Workers compensation must be written on NCCI WC 00 00 00 coverage form or it equivalent.**

CERTIFICATE HOLDER	CANCELLATION
JE Dunn Construction Company 1001 Locust Street Kansas City, MO 64106	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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PRODUCER Broker Name [Name, Address]	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : A- VI or Higher		
INSURED Trade Partner [Name, Address]	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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CERTIFICATE HOLDER**CANCELLATION**

JE Dunn Construction Company 1001 Locust Street Kansas City, MO 64106	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CLAIM REPORTING FORM
(Use for all claims except workers' comp. and auto)

Project name: _____ JE Dunn project no.: _____ Project start date: _____
 Project address: _____ City: _____ State/ZIP: _____
 Claim contact: (JE Dunn or trade partner (name, company, email and phone no.)) _____

Date of incident: _____ Time of incident: _____

Brief description of incident: (Describe events, conditions, or action taken. Give **facts** only.)

List of person(s) involved or witness to the incident:

Name	Company	Phone no.	Claimant (C), Employee (E), Witness (W) or Other (O)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Person completing the form:

Name (print)	Signature	Company/employer	Phone no.	Date of report
_____	_____	_____	_____	_____

For internal use only:		☐ "Notice only"				
Coverage	☐ GL ☐ BR ☐ Other: _____					
GL program	☐ Traditional ☐ DCIP	1-15 Over 15				
		Dunn I	Dunn II	Dunn III	Dunn IV	Dunn V
Excess	\$_____ If left blank, Lockton will notify all excess carriers.	☐ Notice only ☐ Discussion needed				
Office code: _____	Project code: _____	Contractor code: _____				

Please email this completed form **within 24 hours** of the incident to claims@jedunn.com

SECTION 00 73 19 SAFETY REQUIREMENTS



PART 1 - GENERAL

1.1 SUMMARY

- A. Reference the Contractor's Safety Program at the following location:
https://sms.jedunn.com/safety_program. The latest version must be followed.
- B. Refer to Attachment for Project Site Specific Safety Plan. The most stringent requirement shall govern if there are any discrepancies between the requirements of the Site Specific Safety Plan and those outlined herein.
- C. Safety on the Project site is a primary concern to the Owner and Contractor. Each Subcontractor is responsible for the safety and security of its personnel.
- D. All Subcontractors and lower-tier subcontractors are required to follow all of Contractor's safety requirements, as well as OSHA, state, and local safety regulations.
- E. Provide the proper training and equipment necessary to ensure that Contractor's personnel follow all of Contractor's safety requirements, and OSHA, state, and local safety requirements.
- F. Inspect Contractor's own work areas periodically throughout the day for recognizable safety hazards and for taking immediate corrective actions to provide a safe work environment at the site.
- G. Safety Representative: Assign a competent individual to act as the Subcontractor's safety representative. This individual must be on site and have the authority to immediately correct hazardous conditions. Submit the name of the on-site representative to the Contractor before the Subcontractor begins Work on site.

1.2 DISCIPLINARY POLICY

- A. Failure to follow safety requirements may result in disciplinary action up to and including the removal and replacement of personnel and site foreman per Contractor's safety policy.
- B. Replace foreman and personnel who are unable or unwilling to follow the Project safety requirements.
- C. Subcontractor must enforce its safety program and OSHA requirements as it relates to its work at the Project.
- D. Failure to correct safety issues in a timely manner may result in Contractor directing a correcting subcontractor to take action and a back charge may be issued to the creating Subcontractor.

1.3 TRAINING REQUIREMENTS

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

1.4 ORIENTATION

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

1.5 TASK-SPECIFIC TRAINING

- A. Subcontractor must provide task-specific training to ensure that each of its personnel knows how to perform his or her work in a safe manner.
- B. If Owner, Contractor, and/or Subcontractor identify a safety issue concerning a particular crew, Subcontractor must provide task-specific training for that crew, on a minimum of a weekly basis.

1.6 SAFETY SUBMITTALS

- A. Safety and Health Program/Hazard Communication: Prior to the start of Work, Subcontractor shall provide copies (including a physical, hard copy) to the Contractor of its safety and health program, its Hazard Communication program, an inventory list of all products to be used on site, and all corresponding Safety Data Sheets for these products.
- B. Scope-Specific Hazard Plans and associated Training Records: Prior to the start of Work, Subcontractor shall submit to the Contractor scope-specific hazard plans, which plans shall include but not be limited to: Hazard-Specific Employee Training, Designated competent/qualified persons, engineered plans, hoisting plans, fall protection plans, erection plans, bracing and shoring plans, lock out/tag out plans, confined space plans, or other plans the Contractor deems necessary to provide a safe work environment.
- C. Silica: Subcontractor shall comply with OSHA Silica Standard (1926.1153). Subcontractor shall submit a written exposure control plan, provide a trained competent person, and provide Silica Awareness training to all onsite personnel for any potential exposure to respirable crystalline silica.
- D. JHA: Subcontractor shall submit a scope specific Job Hazard Analysis (JHA) to the Contractor prior to the start of Work.
- E. JSA: Subcontractor shall submit a scope specific Job Safety Analysis (JSA) to the Contractor daily while on site.
- F. Reoccurring safety documentation submittals: Submit JSAs, Toolbox Talks, Safety Observation, Inspections, Checklist, Permits, and any other required documentation to Contractor electronically via Autodesk Construction Cloud for the Project.

1.7 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. An OSHA-approved hard hat or helmet style head protection shall be worn by all personnel and visitors on the jobsite at all times.
- B. American National Standards Institute (ANSI) Class 2 high visibility upper body garments and proper clothing shall be worn, suitable for construction work. Shirts and long pants shall be worn at all times.
- C. Sturdy, heavy-duty, hard-soled work boots with over-the-ankle support are required; canvas or leather type athletic shoes and shoes without heel or toe coverings are not permitted.
- D. Gloves with a minimum ANSI Level A4 at a minimum or gloves appropriate to the task are required, along with safety glasses and side shields.
- E. Subcontractor shall furnish all other PPE to its personnel as required.

1.8 FIRST AID

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

1.9 INCIDENTS

- A. All incidents including, but not limited to, injuries, fires, property damage, spills and near misses, must be immediately reported to Contractor.

1.10 HOUSEKEEPING

- A. Maintain good housekeeping at all times. All stripped lumber shall be safely stacked after nails have been removed or bent down. All stairways, scaffolds, ramps, walkways, and work areas shall be kept clear and clean of trash and material. Maintain Work areas free from accumulation of combustible trash.
- B. Clean Subcontractor's Work areas each day. Failure to clean work areas each day may result in Contractor directing a correcting subcontractor to take action and a back charge may be issued to the creating Subcontractor.

1.11 GFCI

- A. Provide ground-fault circuit interrupter (GFCI) protection for Subcontractor's Work when using generators or permanent electrical installations.

1.12 STRETCH AND FLEX

- A. Required daily by each Subcontractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



Site Specific Safety Plan

The Project Manager is responsible for completing, with input from the Safety Department and the site Superintendent, prior to the Project Pre-Planning

General Information

Project Name: TRMF Western Heritage Arena/Riding Stable Project Number: 26034600
Project Location: Pacific Avenue, Medora, ND 58645
14532 I-94 Loop East, Medora, ND 58645
Client: Theodore Roosevelt Medora Foundation
Start Date: 06/01/2026 Completion Date: 05/28/2027
☒ CM ☐ GC ☐ Large CCIP ☐ Small CCIP

Type of Work Required at the Project:

Yes	No	Yes	No
☐	☒ Blasting	☐	☒ EIFS
☐	☒ Demolition	☐	☒ Mass Excavation
☒	☐ Steel Erection	☐	☒ Retention Systems
☐	☒ Asbestos or Lead Abatement	☐	☒ Tunneling or Boring
☐	☒ Vertical Wall (Concrete)	☐	☒ Elevated Horizontal Concrete
☒	☐ Mechanical	☒	☐ Electrical
☒	☐ Plumbing	☒	☐ Roofing
☒	☐ Masonry	☒	☐ Wood Framing
☐	☒ Confined Space	☐	☒ Tilt Wall / Precast

List any unusual or hazardous tasks or operations:



Site Specific Safety Plan

Site Environment

1. Are the existing utilities on the project located and marked?

Water: Yes ☒ No ☐

Electricity: Yes ☒ No ☐

Gas: Yes ☐ No ☐

Sewer: Yes ☒ No ☐

Local One-Call Phone Number: 811

2. Describe adjacent structures, businesses, residential areas, and major roads and highways:

Arena located off of Pacific Avenue in Medora, between fire station and trailer park. New stalls and buildings located just outside of Medora with access road off of Pacific Avenue. Surrounding area is mostly pasture, with a railroad track to the south.

3. Video Survey completed of surrounding structures, roads and parking lots: Yes ☐ No ☒

Date Survey Completed: Not yet completed.

4. Anticipated office trailer location and employee parking:

JE Dunn office trailer and parking located on west side of Riding Stables site. Trailer and parking located on southwest side of Arena site. Both to be adjusted as needed.

5. Has site specific Emergency Response Plan been developed and supervision trained? Yes ☐ No ☒

Traffic Control and Protection of the Public

1. Are any road closures or special traffic control measures anticipated? Yes ☒ No ☐

Temp. road closure possible for Pacific Ave. for material and equipment delivery to Arena site.

2. Will any sidewalks be closed? Yes ☒ No ☐

Temp. trail/sidewalk closure possible for Maah Daah Hey Trail along Pacific Ave. for material and equipment delivery to Arena site.

3. List potential General Public exposures during and after working hours:

Public may be exposed to construction noise during work hours. No other exposures foreseen.

4. Will covered walkways or other protection measures need to be installed? Yes ☐ No ☒



Site Specific Safety Plan

Site Security (Refer to Site Security Memo)

Fencing and gate type locations:

Temporary site fencing around perimeters of both sites. Gate to access Riding Stables site will be on the south side. Gate(s) to access Arena TBD.

Will security alarm and/or security services be used? Yes ☐ No ☒

Locked gates to site?

Will additional site lighting need to be added? Yes ☐ No ☒

General Health and Safety

1. How many temporary toilets will be needed? 2 per site; 4 total
2. Who will provide drinking water? Subcontractors to provide own drinking water.
3. Methods to protect floor and wall openings, shafts, stairs and other openings (reference floor hole policy):
Any floor holes exceeding 1" will be covered by 3/4" plywood (or greater, if necessary) and marked accordingly per JED floor hole policy.
4. Any special scaffold requirements? Yes ☐ No ☒ If Yes, explain:
5. What type of scaffolds will be used?
6. Overhead protection at building entrances? Yes ☐ No ☒ (reference overhead protection policy)
7. Special work permits required? Yes ☒ No ☐
Hot Work: Cutting rebar, welding
Lock out tag out or shutdown procedure: LOTO will be completed when necessary.
Confined Space: N/A
8. Who will collect Trade Partner SDS programs? JE Dunn Site Superintendent
9. Where will they be located? Autodesk Forma
10. Has a safety packet been ordered? Yes ☐ No ☒
11. Have Trade Partner's Safety Programs been submitted reviewed and retained on site? Yes ☐ No ☒



Site Specific Safety Plan

Fire Protection – Prevention

1. City / Local requirements for standpipes?
Comply with NFPA 14.
2. Will bulk fuel storage be allowed on the project? Yes ☐ No ☒
3. Will temporary heat or air conditioning be required? Yes ☒ No ☐
Possible temp. heat needed for stone veneer.
4. Has local fire departments been contacted and notified of site? Yes ☐ No ☐

Health Hazards and Controls

1. Is any demolition or remodeling work to be done? Yes ☐ No ☒
2. If yes. The owner is required to provide you with a copy of the Environmental Survey.
3. Has a copy been sent to the Safety Department and all Trade Partners? Yes ☐ No ☒
4. Do you expect to have any PCB's, asbestos, chlorofluorocarbons, lead or mercury handling or disposal on the project? Yes ☐ No ☒
5. Do you anticipate any mold exposure? Yes ☐ No ☒
6. Discuss dust and noise control exposures and anticipated method reducing or eliminating:
Possible dust to be eliminated with water. Sound reduced with designated work hours.
7. Has the Silica Exposure Control Plan completed? Yes ☐ No ☒

Crane Hoisting and Material Handling

Utilize the Hoisting & Policy Manual

1. Will there be any cranes on the project? Yes ☐ No ☒
2. Do you anticipate any tandem or critical? Yes ☐ No ☒
3. Will there be a man or material hoist on the project? Yes ☐ No ☒
4. If multi-story structure, what method(s) will be used to get materials and people to upper floors?
Buildings are only two stories; telehandler/lift should be sufficient.
5. Will receiver bays/outrigger platforms be used? Will they be designed into guardrail system? Yes ☐ No ☒



Site Specific Safety Plan

Perimeter Guardrails/ Horizontal Lifeline System

1. What type of perimeter guardrail/horizontal lifeline system (HLL) will be used?
2. Who will install Guardrail systems?
3. If a horizontal life line system is used as a guardrail, who designed the system?
4. Who will inspect/maintain the guardrail systems?
5. Who will maintain the permits for authorization to remove/replace the systems?

Special types of training to be required by JED Safety Department

Has proof of training been presented to JEDunn?

	Yes	No		Yes	No
Asbestos / Lead Awareness	☐	☒	Scaffolding (Frame / Suspended)	☐	☒
Crane / Crane Flagging	☐	☒	Rigging	☐	☒
Aerial Lift Boom or Scissor	☐	☒	Traffic Control (Flagging)	☐	☒
Vertical / Column Wall Form	☐	☒	Confined Space	☐	☒
Fall Protection (Personal Fall Arrest)	☐	☒	Respiratory Protection / Fit Test	☐	☒
Silica Awareness	☐	☒	Horizontal Debris Netting	☐	☒
Other:	☐	☐	Other:	☐	☐

Competent Person Trainings: (list type of training and employee's name)

Additional Comments or Concerns

Appendices

SECTION 00 73 36
EQUAL OPPORTUNITY



PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor is an Equal Employment Opportunity employer. As such, the requirements of 41 CFR 60-1.4(b) are incorporated by this reference, if applicable. Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.2 PARTICIPATION

- A. Subcontractor or Supplier and its sub-subcontractors and suppliers are strongly encouraged to contract with disadvantaged business enterprises ("DBE") (e.g., minority-owned, women-owned, veteran-owned, veteran disability owned, etc.) to construct the Project. Subcontractor or Supplier may be required to report to Contractor the DBE participation and outreach efforts in connection with Subcontractor's or Supplier's Work on the Project as part of Contractor's efforts to monitor DBE utilization on Contractor's projects.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION