

INSTRUCTIONS TO BIDDERS

**Midwestern State University
Health Science & Human Services Center**

Package 1

**Mobilization/Sitework/Utilities/All Concrete/Elevators
ONLY**

**3410 Taft Blvd.
Wichita Falls, TX 76308**

Bid Date: Tuesday, August 8, 2017 @ 2 PM

PLEASE READ:

This Document contains bid requirements affecting all

TRADE CONTRACTORS

&

MATERIAL SUPPLIERS

INSTRUCTIONS TO BIDDERS

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SECTION 1 INTRODUCTION

1.1 Your firm is invited to submit a proposal for trade specific services required to construct the Midwestern State University Health Science & Human Services Center (MSU HS+HS). The intent of this bid package is to competitively select the most qualified subcontractor/supplier to perform the work based on an evaluation of cost, schedule, understanding of the project, safety record, financial capacity and the experience of your committed staff. This document along with those referenced herein outlines the scope of services and requirements TRINITY HUGHES / SUNDT, A Joint Venture expects of your firm.

1.2 ALL bids will be received by Midwestern State University and should be addressed as follows:

Attn: Steve Shelley Director of Purchasing/Contract Management
Proposal RFP #735-17-8179
Midwestern State University
Purchasing/Contract Management Department
3410 Taft Blvd
Daniel Building, Room 202
Wichita Falls, TX 76308

Bids may be delivered by in person to the address listed above or by email to stephen.shelley@mwsu.edu.

1.3 The Pre-Bid meeting will be located on the main campus of MSU at the Dillard Building, Room 121 on July 18, 2017, at 3:00 PM. While attendance is not mandatory it is highly encouraged. Questions and jobsite visits can be arranged through Bob Aniol, Project Manager at (210) 328-9661 of TRINITY HUGHES / SUNDT. Bidders are not to contact the Architect or Engineers directly. All questions, clarifications, or coordination issues must be submitted in writing and reference the appropriate detail(s) and/or the specification section and paragraph, no later than Friday, July 28, 2017.

1.4 If after review of the documents, you elect not to bid, please advise TRINITY HUGHES / SUNDT immediately. If you receive this information from a Plan Room please contact TRINITY HUGHES/SUNDT immediately with your intent to bid so we can make sure you have the complete documents.

1.5 Bidders are encouraged to have their insurance agents review the insurance requirements so all proposals are in compliance with the stated requirements.

1.6 Items bidding in this Package will be procured from this set of documents. All items listed below in Paragraph 1.7 are 100% complete with the exception of Concrete. The Concrete Package issued are 100% complete site and foundation drawings along with 50% Construction Documents for the structure. On July 28th and Addenda will be issued taking the drawings to 75% Construction Drawings and will have specific bid instructions to keep scope equal.

1.7 The following scopes are the ONLY scopes being bid at this time:

Temporary Protection & Safety

Termite Control

Utilities

Electrical Traction Machine Room-less Elevators

SWPPP & Tree Protection

Site Demolition and Earthwork

Cast-In-Place Concrete

- 1.8 Prospective bidders may examine the Contract Documents at TRINITY HUGHES / SUNDT offices: 1912 Loop 11, Wichita Falls, TX 76306 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. Documents may also be viewed on iSqFt by requesting login information from Dave Trovillion at Dmtrovilli@sundt.com or (480) 293-3241.
- 1.9 For the purpose of this solicitation, the terms “Trade Contractor” and “Subcontractor” are the same.

SECTION 2

BIDDING REQUIREMENTS & PROCEDURES

2.1 BIDDING DOCUMENTS

- 2.1.1 The following documents shall become Contract Documents and are critical to the Bid. Each document should be thoroughly reviewed by the subcontractors / suppliers prior to submitting a proposal.
- Exhibit A - BID FORM (To be Issued by Addenda week of July 17th)
 - Exhibit B - CODE OF SAFE PRACTICES
 - Exhibit C - SCOPE DOCUMENT (To be Issued by Addenda week of July 17th)
 - Exhibit D - PROJECT SCHEDULE (To be Issued by Addenda week of July 17th)
 - Exhibit E - SAMPLE SUBCONTRACT AND PURCHASE ORDER AGREEMENTS
 - Exhibit F - LIST OF CONTRACT DOCUMENTS
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 - Exhibit K - TEXTURA INSTRUCTIONS
 - Exhibit L - UNIVERSITY SUPPLEMENTARY CONDITIONS
- 2.1.2 The intent of the Contract Documents is to include all of the work required to complete the Project. The Base Bid shall include but not be limited to all costs as applicable for engineering, labor, material, delivery, freight, mobilizations, layout, supervision, equipment, hoisting, uncrating, setting, installation, parking, storage, insurance, taxes, detailing, shop drawings, submittals, samples, mock-ups, overhead, profit and other services necessary to complete the work as indicated or specified. All work indicated on the plans and specifications and any work which is within the scope described in the Contract Documents, which is reasonably inferable from or is the logical extension of the Contract Documents for completion of the Project shall be considered as a part of the Work, and shall be included and executed by the Trade Contractors or Vendors in the same manner and with the same character of material as other portions of the work without an increase in the Contract Sum.
- 2.1.3 The Bidding Documents are written to convey the requirements and intent of the Project and shall be used in conjunction with all other documents on the Project. In no case shall a discrepancy between documents relieve the Trade Contractor or Vendor from the responsibility of providing a complete system and high quality product.
- 2.1.4 The Bidder further understands the Bid Documents are graphic instruments in which not every item is detailed, indicated, and/or specified. The Bidder agrees they have included all items and work necessary for a complete, functional, aesthetic, and properly operational facility. If the Bidder elects to include

allowances for any item or work, they shall define and list those allowances separately.

- 2.1.5** Complete sets of documents shall be used in preparing bids. Neither the Owner, Construction Manager at Risk, nor Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the issue or use of incomplete sets of documents.

2.2 BIDDING PROCEDURES

- 2.2.1** Bids shall be submitted on forms identical to the form included with the Bidding Documents.

- 2.2.2** Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw, or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of the bids.

- 2.2.3** The bidder acknowledges the right of TRINITY HUGHES / SUNDT and/or the Owner to reject any and all bids and to waive any informality or irregularity in any bid received, or to negotiate contract terms with the various Bidders, when such is deemed by TRINITY HUGHES / SUNDT and/or the Owner to be in his best interest. Trinity Hughes / Sundt reserves the right to have full audit rights including but not limited to: Vendor purchase orders, Certified Payroll, General Conditions, and material costs.

2.2.4 SUBSTITUTIONS

- 2.2.4.1** The Bidding Documents may contain names of manufacturers, manufacturers' nomenclature, and descriptions of materials, which constitute proprietary specifications. Should any users of these documents have knowledge of other material, which reasonably should be considered, they are invited and encouraged to submit separate options to their bids.

- 2.2.4.2** Bidders are required to include all costs incurred by the proposed substitution, including costs incurred in work of other trades and engineering and/or redesign costs if required.

- 2.2.4.3** Substitution submittal must include substantiating data adequate for preliminary evaluation of proposed substitutes, and must accompany the Bid Proposal. Submittal should include warranty, as required by the General Conditions, and a complete direct comparison of data of the proposed item to specification requirements including paragraph-by-paragraph comparison of specific technical requirements or performance criteria. Knowledge and experience of applicator (i.e. experience, organization, reference, projects, dates, etc.) should also be included. Additional data, samples, etc., may be requested if required by Architect or TRINITY HUGHES / SUNDT

- 2.2.4.4** The burden of proof to merit substitution is upon Bidder and subject to provisions of the General Conditions of the Contract. It is the sole responsibility of submitter to establish content of submittal data, samples, etc.

- 2.2.4.5** Inadequate warranty, vagueness of submittal, failure to meet project requirements of substitution or insufficient data may be cause for disapproval. TRINITY HUGHES / SUNDT's decision of approval or rejection of requested substitution is final.

2.3 BIDDING REQUIREMENTS

2.3.1 Each Bidder shall examine Bidding Documents carefully. Any interpretation or correction will be issued in an Addendum. Prior to the receipt of bids, Addenda will be available for review at all Contract Document sources. Only a written interpretation or correction Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by oral statements or any other method.

2.3.2 All Subcontracts and Purchase Orders will be issued and executed on TRINITY HUGHES / SUNDT standard forms. A copy of the form is attached to this document. No qualifications to standard language will be accepted after bid time.

2.3.3 It is the policy of TRINITY HUGHES / SUNDT to joint check subcontractors and vendors who have filed a preliminary notice.

2.3.4 Each Bidder, if requested, will be required to submit AIA DOCUMENT A305, Contractor's Qualification Statement.

2.4 SUBCONTRACTOR QUALIFICATION

2.4.1 Each bidding subcontractor is required to complete Trinity Hughes / Sundt Construction's Subcontractor Qualification Statement annually. Subcontractor Qualification Statements, upon approval, will be maintained for one year. For verification of Qualification status contact Bob Aniol, Trinity Hughes / Sundt's office at (210) 328-9661.

2.4.1 Each bidding subcontractor not currently qualified with Trinity Hughes / Sundt must do so by the bid date in order to be considered Responsive.

Register to Subcontract with **TRINITY HUGHES CONSTRUCTION** **SUNDT**

Step 1: Login to www.subqual-llc.com

Step 2: 

Step 3: Fill out online forms and submit all required documents.
LIST project name as "MSU Health Science Center" and Sundt Contact as "Bob Aniol"

Subcontractor Pre-Qualification Form

Subcontractor Pre-Qualification Form

***** Contact us to confirm your current status or get an authorization code for your Renewal**

Failure to include all requested information, including the submission of the firm's latest audited financial information, will deem the application as non-responsive.

SECTION 3

PROJECT REQUIREMENTS AND PROCEDURES

*****The Bid Form has allocated Voluntary Alternate Options to be submitted at the time of Bid. Please be specific with manufacturers, products and all other changes and/or exclusions in order to evaluate them.*****

3.1 STATEMENT OF WORK

3.1.1 Each Trade Contractor and Vendor shall cooperate with the Construction Manager at Risk and all other Trade Contractors and Vendors to insure the work of the project will be prosecuted harmoniously, orderly, and in proper sequence without causing undue interference or delay in the work of any other Trade Contractor or Vendor. Each Trade Contractor and Vendor shall acquaint himself with the work of the other trades whose activities will adjoin or be affected by his work. Each Trade Contractor and Vendor shall consult with other Trade Contractor's and Vendor's and study their Shop Drawings (available from the Construction Manager at Risk) in order to coordinate their efforts toward avoiding mistakes, omissions, disputes or delays. Each trade shall afford other trades every reasonable opportunity of installation of their work and for storage of their materials. No compensation will be allowed for Trade Contractor or Vendor's failure to coordinate the work. Removal of in-place work, modification of, and reinstallation will be at the Trade Contractor's own expense. Modification or re-manufacture of Vendor material due to errors caused by lack of coordination or cooperation shall be at the Vendor's own expense.

- 3.1.2** The Construction Manager at Risk shall be the prime coordinator of the Work of the Project and, as such, shall be responsible for the scheduling and general management of the Work and shall have full directing and coordinating authority over Trade Contractors and Vendors in matters concerned with orderly and timely execution of work.
- 3.1.3** Subcontractor shall direct all communications concerning the Subcontractor's work to the Contractor's Project Manager or Project Superintendent, as applicable. In no case shall communications be made directly to the Owner or Owner's Representatives (Architects/Engineers or others) unless specifically directed by the Contractor. Any questions/clarifications to the Contract Documents requiring response shall be made in writing using the Contractor's "Request for Information."
- 3.1.4** Location of hidden supports, pipes, ducts, conduit, panels, equipment, fixtures, etc., shall be adjusted to accommodate interferences encountered. If required, the Construction Manager at Risk shall determine the exact rerouting and location of specific items prior to fabrication. When applicable, Subcontractor shall provide layout, reinforcement, sleeving, coring, and block-outs for all penetrations required for this Subcontractor's work. Subcontractor shall seal all penetrations in accordance with sound ratings, fire ratings, air tightness, and water-tightness of the area penetrated.
- 3.1.5** Right-of-Way: Lines, which are required to pitch, shall have the right-of-way over those, which do not pitch. Lines whose elevations cannot be changed shall have the right-of-way over lines whose elevations can be changed. Priority in space allocation shall be as follows in decreasing order of authority:
- 1) Architectural features (exposed portions).
 - 2) Electrical lights, electrical panels, drain piping.
 - 3) Major structural support components.
 - 4) Duct work.
 - 5) Heating/Refrigeration water piping.
 - 6) Hot, cold water piping.
 - 7) Fire protection systems after obtaining approval of State and local Fire Marshals, and Insurance Authority have jurisdiction over Owner's fire protection systems.
- 3.1.6 Coordination with Others Work:**
- 1) Offsets, transitions, and changes in direction in pipes and ducts shall be made, as required, to maintain proper head room and pitch of sloping lines whether or not indicated on the drawings. The Trade Contractor shall furnish and install all items as required to affect these offsets, transitions, and changes in direction.
 - 2) Prior to commencing work, Subcontractor shall confirm the location of all existing utilities occurring within the vicinity of the new construction to be installed by this Subcontractor. Subcontractor agrees to protect any and all existing adjacent utilities, their finish surface, appurtenances, and shall be responsible for repair of any damage caused by subcontractor during performance of this scope of work.
- 3.1.7 Project Site Requirements:**
- 1) Subcontractor shall provide all vehicle traffic control and pedestrian control as required for the performance of Subcontractor's work.
 - 2) Parking on the site will be limited to areas designated by Contractor. Parking availability cannot be guaranteed. Subcontractor shall be solely responsible for his own parking and the parking of his suppliers. Subcontractor shall take all necessary precautions to protect existing buildings, facilities,

utilities, properties, structures, and work in progress from damage arising from the performance of this Subcontractor's work. Subcontractor shall be responsible for all associated costs resulting from damages caused by the Subcontractor and pursuant to Section 14, of the Subcontract Agreement or Purchase Order Agreement, to correct the situation.

- 3) Subcontractor shall provide all drinking water, ice, and cups for his own employees and his suppliers. Contractor will provide a source of potable water for Subcontractor's use.
- 4) Subcontractor shall cooperate with Contractor and other subcontractors to coordinate all space requirements required by the Subcontractor's equipment and material storage. Subcontractor shall relocate or move stored materials or equipment without additional expense if required by the Contractor. Subcontractor trailers, materials, and/or storage containers shall be located only in areas designated by Contractor.
- 5) Subcontractor shall submit daily "Subcontractor's Daily Reports" on Contractor's form no later than 9:00 a.m. each morning indicating the number of personnel working on the project site the previous day along with a description of activities and equipment used the previous day during the performance of the Work. Subcontractor shall indicate the progress of the previous day's activities including any and all shortages of material, schedule problems/progress and progress of activities indicated for that day.
- 6) Subcontractor shall provide all scaffolding, staging, bracing, shoring, work platforms, and fall protection necessary for this Subcontractor's Scope of Work, including engineered drawings and permits, if required.
- 7) Project Manager / Superintendent must approve all signage and its location in writing.

3.1.8 Subcontractor shall at all times during the performance of his work have an authorized representative at the jobsite who is capable of communicating fluently with Contractor's Superintendent in English, can receive orders, has full authority to make decisions regarding the Work to be performed hereunder, and who has complete responsibility for the Work insofar as the Subcontract Agreement is concerned. The name of this authorized representative and a 24-hour emergency telephone number shall be submitted to Contractor prior to commencement of Subcontractor's work. Subcontractor's authorized representative shall attend weekly safety/coordination meetings as directed by Contractor. The authorized representative may not change without Contractor's prior written approval. Any personnel determined by TRINITY HUGHES / SUNDT, not qualified and/or performing substandard work, shall be removed from the project and replaced with qualified individuals, capable of performing the work in a clean, professional, and high quality manner.

3.1.9 Supervisory personnel will be required to:

- 1) Attend weekly Trade Contractor's coordination meetings and Lean Scheduling meetings beginning two weeks in advance of their scheduled work start, and continuing while working on project,
- 2) Make themselves aware of the entire project, all the work and how their work ties in with the entire project,
- 3) Plan ahead with their work and material and equipment deliveries to allow the smooth flow of construction activities,
- 4) Constant review of plans/specifications for discrepancies and/or conflicts with other trade's work,
- 5) Be willing and capable of making adjustments in their work flow to accommodate changes and resolve problems,
- 6) Ensure timely construction and completion of individual work items from area preparation to area clean up for the next activity, ensure proper installation of materials per plans and specifications, manufacturer's instructions, and industry/association standards,

- 7) In a clean professional manner, coordinate and cooperate with all other trades to make for the best project flow and quality.

3.1.10 Safety Requirements:

- 1) **Subcontractors will estimate, plan, and manage the execution of their work in a manner that protects the health and safety of all project stakeholders in accordance with these:**
 - a. **Federal & State OSHA, COE EM 385.1.1, and MSHA regulations including all manufacturer requirements.**
 - b. **The requirements of the SMS Safety System Manual - Safety Management & Illness Prevention (SM-SAFETY-001) including any additional requirements of the project Agreement.**
 - c. **The Project Safety Management Plan.**

- 2) **Specific Instructions to bidder, which includes specific requirements addressing:**
 - a. **Any subcontractor where such subcontractor has 25 or more employees on-site, or has an Experience Modification Rate (EMR) > 1.2, or required by Sundt risk mitigation plan for the project, are required to have a full-time dedicated safety representative on-site. This person shall have no other duties assigned.**
 - b. **Subcontractor foreman need OSHA 10-hour training, Superintendents an OSHA 30 hour course.**
 - c. **All Subcontractor employees will participate in a site safety orientation.**
 - d. **All persons on project site will wear required proper Personal Protective Equipment (PPE) for their work exposures in compliance with manufacturer, and Sundt requirements.**
 - e. **Detailed project safety planning will be progressively elaborated in coordination with the development of work packages.**
 - f. **A safety management plan will be developed for each subdivision of the work which will be managed by subcontractor competent person.**
 - g. **The safety management plan will be specific to that definable feature of the work (DFOW) and become a component of the work package for that scope; minimum contents to include:**
 - h. **Job Hazard Analysis (JHA) for scope of work.**
 - i. **Task Hazard Analysis (THA) - A THA will be completed for each required task.**
 - j. **Cranes**
 - **All cranes must be operated by certified operators.**
 - **All cranes must have a third-party safety inspection, completed at the site and documented prior to project work.**
 - **Project-specific certification is not required for a mobile crane that has had a documented annual certification within the past 30 days.**
 - **All crane lifts exceeding 75% of the crane's capacity must have a documented Critical Lift Plan.**
 - **All crane lifts 90% or more of the crane's capacity must have a third-party engineering review.**
 - k. **Excavations**
 - **All excavations are required to have an excavation permit prior to the dig.**
 - **Excavation checklists must be performed each day for each active excavation.**
 - l. **Fall protection**

- All projects must establish a site-specific Fall Protection and Rescue program.
- All projects must provide adequate protection (deemed by OSHA or Sundt) to those working elevated work above 6’.
- The program must be approved by an authorized competent person.

m. Hot work

- A hot work permit process shall be developed for each project.

n. Control of hazardous energy (lock-out/tag-out)

- All work involving stored energy shall have project-specific lock-out/tag-out procedures.

o. Scaffolding

- All scaffolding shall be tagged for communicating status of accessibility.
- Prior to use, a daily inspection must be completed and documented by a competent person of the entity responsible for erection and maintenance of the scaffolding.

3.1.11 Visitors to the site must check-in and be accompanied at all times by respective Trade Contractor’s personnel. Notwithstanding the above, it is the Trade Contractor’s responsibility to furnish any security it deems necessary to protect their equipment and material located on the project.

3.1.12 Failure to comply with the aforementioned shall constitute a failure to perform and Trade Contractor shall be subject to the Provisions continued within the Subcontract Agreement.

3.1.13 Comply with the attached Trinity Hughes / Sundt Quality Management Program.

3.2 SCOPE OF WORK

3.2.1 The following facilities are to be provided and maintained throughout the duration of the Project by the appropriate Trade Contractors or Firms:

- 1) TEMPORARY WATER: **(By Plumbing Contractor)**
- 2) TEMPORARY HEAT: **(By Subcontractor as required)**
- 3) TEMPORARY ELECTRIC POWER: **(By Subcontractor)** During Sitework, Concrete, Masonry and Structural Steel operations, Subcontractor shall provide temporary power as needed for Subcontractors own work. **(By Electrical Contractor)** Trade Contractor shall provide 120 volt construction power at select interior locations of each building. Distribution of power from these points (e.g. extension cords) shall be the different Subcontractors responsibility. Subcontractor shall maintain electrical equipment so it is safe and meets applicable safety standards and codes. If any Subcontractors work requires construction power in excess of 120 volts, Subcontractor shall provide such power (e.g. generators) at no additional cost. Subcontractor shall provide temporary power for Subcontractors own site work (ie work outside the building).
- 4) TEMPORARY LIGHTING: **(By Electrical Contractor)**
- 5) STORAGE SHEDS: Trade Contractors shall provide, maintain, and remove when directed; suitable, substantial, watertight storage sheds where directed by Contractor. Protect materials, which could be damaged by weather. Storage sheds shall be of sufficient size to hold materials required on site at one time, and shall have floors on heavy skids or wheels.
- 6) SITE ENTRANCES AND FENCE BOUNDARIES: Shall be installed in accordance with the site development plan and as directed by the Owner. Contractor shall enforce site entrance use by Trade Contractors and workmen.

- 7) **PROJECT CLEAN UP:** Subcontractor shall provide continuous clean-up of its work area in a neat, clean, and safe condition. In addition to providing daily cleanup of their own work, Subcontractor shall provide labor and the cost thereof for general cleanup for implementation of a **composite cleanup effort once per week, supervised by the Contractor, provided at the rate of 1 man-hour of composite clean-up labor per week for every 40 man-hours of trade work performed onsite per week including, but not limited to, foreman, journeyman, apprentice, etc.**
- 8) **SAFETY:** All trades are responsible for the design erection and maintenance of OSHA safety standards during the construction project. In addition, all trades will provide perimeter railings, scaffolds, and high reach equipment, as the job requires.
- 9) **SANITARY FACILITIES:** Trinity Hughes / Sundt will provide chemical toilets for use on the Project.

3.2.2 GENERAL SCOPE APPLICABLE TO ALL TRADES:

The Health Science and Human Services Center will be a new stand-alone facility and will consist of sitework and utilities, landscape and irrigation, concrete foundations, structural concrete and paving, masonry and cast stone, structural steel, metal framed construction, exterior metal panels, exterior terra cotta panels, curtain wall window systems, commercial waterproofing and roofing, interior finishes (including terrazzo, tile, painting, plaster, ceilings, millwork), mechanical, plumbing, fire protection, electrical, communications, security and other special systems required for a fully functional building.

3.3 SUBMITTALS

3.3.1 During the course of construction, drawings indicating locations, sizes, and nature of concealed items such as; structural elements, accessories, equipment, devices, plumbing lines, valves, mechanical equipment, electrical lines/equipment, and the like shall be submitted and updated from time to time to TRINITY HUGHES / SUNDT.

- a. Concrete, Structural Steel, Exterior Wall Panels (Terra Cotta / Metal Panels / etc.), Glass and Glazing, Drywall and Ceilings, and all Mechanical, Plumbing, Fire Protection, Electrical and Communications/Data shop drawings are required to be provided in Revit or another software program with compatible clash detection through Navisworks.

3.3.2 Subcontractor shall maintain a set of up-to-date "record" drawings on site at all times. Upon completion of the work and prior to release of retention, the Subcontractor shall submit a set of "record" drawings locating, by dimension and elevation, all concealed work. If "record" drawings are found to be in error, Subcontractor agrees to locate and expose concealed work, bear all cost to correct "as-built" drawings and restore said areas to an acceptable condition as required by Contractor.

3.3.3 TRINITY HUGHES / SUNDT reserves the right to withhold any or all monthly progress payments if improper, inadequate or lack of record drawings are submitted for review.

3.4 SCHEDULES

3.4.1 Successful Bidders shall submit a procurement schedule within five (5) days after award of the Subcontract.

3.4.2 Normal working time at the job site shall be Monday through Friday with typical eight-hour days (starting

time varying with the season). All Trade Contractors are to perform their work within these time frames. Trade Contractors are to have sufficient forces on the job to perform the work within the normal time frames in order to maintain the project schedule.

3.4.3 TRINITY HUGHES / SUNDT recognizes Saturdays as straight time make-up days if loss of a normal workday occurs during the normal workweek.

3.4.4 The following holidays will be recognized on this Project and no work shall be performed on these days unless at the discretion of TRINITY HUGHES / SUNDT:

- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- New Years Day

3.4.5 Material Vendors supplying products directly to TRINITY HUGHES / SUNDT are to ship F.O.B. jobsite. Delivery hours are 7:30 a.m. to 2:00 p.m., Monday through Friday or as adjusted by TRINITY HUGHES / SUNDT. Forty-eight (48) hours advance notice by telephone to the TRINITY HUGHES / SUNDT jobsite Project Superintendent is required to avoid delays in unloading.

3.5 PROJECT CLOSEOUT

3.5.1 During the course of construction, drawings indicating locations, sizes and nature of concealed items such as structural elements, accessories, equipment, devices, plumbing lines, valves, mechanical equipment, electrical lines/equipment, and the like shall be submitted and updated monthly to TRINITY HUGHES / SUNDT. Final as-built conditions shall be recorded on the record set of reproducible documents provided by the Owner and distributed by TRINITY HUGHES / SUNDT. TRINITY HUGHES / SUNDT reserves the right to withhold any or all monthly progress payments if improper, inadequate, or no monthly as-built drawings are submitted for review.

Final closeout requirements of record drawings, Operations and Maintenance manuals, warranties, spare parts, extra material, etc. shall be submitted to TRINITY HUGHES / SUNDT in appropriate time for proper project closeout.

Record drawings shall be submitted a minimum of two weeks prior to scheduled date of substantial completion for TRINITY HUGHES / SUNDT and Owner review. Final record drawings shall be submitted on date of final completion or prior if at the Owner's request.

O&M manuals shall be submitted for review a minimum of one month prior to the scheduled date of substantial completion or equipment start-up whichever comes first. Four (4) original copies of final accepted O&M manuals shall be submitted on the scheduled date of substantial completion. Warranties shall be submitted for review a minimum of one month prior to scheduled date of substantial completion and shall be written with the words "Date of Substantial Completion" in the line(s) where a date of warranty start is called for. Final approved warranties shall be submitted no

later than one week after date of substantial completion. Spare parts, maintenance tools, and/or extra material shall be delivered no later than the Date of Substantial Completion or earlier if requested by the Owner. Owner signed receipts for extra parts, tools, and materials shall be included with the closeout documents.

Failure to meet any of these requirements or dates shall give TRINITY HUGHES / SUNDT grounds to withhold all funds due at the time (current monthly payments and retention) until such time all closeout requirements are met.

SECTION 4 **INSURANCE**

4.1 CONTRACTOR CONTROLLED INSURANCE – Refer to attached Subcontract Agreement and Exhibit H

SECTION 5 **ATTACHMENTS**

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