



Supplement #1

Date of Issue: March 31, 2026

Project: Margaret K. Lewis/Oakland Terrace Demolition Package

Bid Package(s):

BP02A – Abatement
BP02B – Demolition
BP10A – General Trades
BP22A – Plumbing
BP23A – HVAC
BP26A – Electrical

Issued by: Culpepper Construction Company, Inc.
1538 Metropolitan Blvd.
Tallahassee, FL 32308

This supplement forms a part of the contract documents and supplements the conditions of contract dated October 3, 2025.

This supplement consists of 2 pages of items 1.1 through 1.8, with attachments.

- Item 1.1 There will be a non-mandatory pre-bid meeting with site walk-through at 3:30 (CT) on April 8, 2026 at the project site.
- Item 1.2 Invitation to Bid (Legal Ad), Attachment “A” is attached and forms a part of the bid documents for these packages.
- Item 1.3 Bid proposal forms, Attachment “B”, are included as an attachment to this supplement and will form a part of the bid documents for these trade packages.
- Item 1.4 List of contract documents, Attachment “C” is attached and will form a part of the bid documents for these bid packages.
- Item 1.5 Standard Conditions of Contract and Sample Subcontract Template, Attachment “D”, are attached and form a part of the bid documents for these bid packages.
- Item 1.6 A sales tax savings program will be implemented for this project. Refer to Section 3, Instructions to Bidders, Conditions of Contract, Paragraph 33 (including all subparagraphs) for additional information.

- Item 1.7 Bid Package Qualification Requirements: In accordance with Section 2 of Culpepper's Conditions of Contract, a qualification submittal may be required from the low apparent bidder within 48 hours of bid submission.
- Item 1.8 The requirement for Bid Security in accordance with Instructions to Bidders 3.0 (Section 3 of the Conditions of Contract) is indicated for each bid package in Section 4; A of the bid form.

End of Supplement #1



INVITATION TO BID [ATTACHMENT A]

CULPEPPER CONSTRUCTION COMPANY (CGC045517), the Construction Manager for the **Margaret K. Lewis School**, will be accepting sealed bids from qualified Trade Contractors for the following Bid Packages:

02A – Abatement
02B – Demolition
10A – General Trades
22A – Plumbing
23A – HVAC
26A - Electrical

Culpepper Construction Company desires to provide equal access to qualified Minority and Women-Owned Business Enterprises (M/WBE) for all of its construction projects. Registered M/WBE enterprises are encouraged to participate in this opportunity.

BID DOCUMENTS: Electronic bid documents will be available upon request from Culpepper Construction Company after March 12, 2026. If you need special consideration in the delivery of bid documents, please contact us.

Contact Information: Allan Franklin (allan@culpeppercc.com) or 850-728-9664.

PRE-BID MEETING/ WALK-THROUGH ON SITE: A pre-bid meeting will be held at the project site. The time and date of this meeting will be announced in an bid supplement.

BID DUE DATE:

The Trade Bids will be due **April 14, 2026 at 2:00 PM CST**. Bids will be opened and publicly read aloud at Bay District School, Nelson Building, Board Room; **1311 Balboa Ave, Panama City, FL 32401**. Late bids will not be accepted.

BID PACKAGE 02A - ABATEMENT
 BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
 PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

CM	Culpepper Construction Co., Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308 Attn: Allan Franklin	Submitted by	Firm _____ Contact _____ email _____ Phone _____ Address _____ _____
Deliver to:	Culpepper Construction Co., Inc. 1311 Balboa Avenue Panama City, FL 32401 Attn: Allan Franklin allan@culpeppercc.com		

The undersigned:

A. Proposes to provide all labor, material, plant and services required to furnish and install complete all items required for **Bid Package 02A - Abatement** for the demolition of the Oakland Terrace School, located at 2010 W. 12th Street; Panama City, FL 32401.

All in accordance with:

1. The plans and specifications as prepared by DAG Architects and their consultants.
2. The Conditions of Contract dated 10/03/2025 including; Instructions to Bidders, Bidder Qualification Program General Conditions of Contract and the proposed Agreement between the Trade Contractor and Construction Manager.
3. All supplements which have been issued for this bid package and are numbers:

Number	Dated	Number	Dated
1	03/31/2025		

B. The bidder acknowledges the right of the Construction Manager to reject any and all bids and to waive informality or irregularity in any bids received and to accept those bids which are judged to best serve the interest of the project.

If written notice of acceptance of this Bid is delivered to the undersigned within sixty days after the date of the opening of this Bid or any other tie thereafter before it is withdrawn, the undersigned will execute and deliver the issued Contract to the Construction Manager in accordance with the Bid as accepted, and will also furnish and immediately deliver to the Construction Manager the required Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, as described in the Instructions to Bidders.

C. The Bidder is to list those Subcontractors to whom portions of the work will be sublet. List all firms that will supply labor at the job site, if none, so indicate. THIS LIST SHALL BE SUBMITTED WITHIN FORTY-EIGHT HOURS AFTER NOTIFICATION OF INTENT TO AWARD.

D. ELABORATION OF SCOPE

1. General

Furnish all labor, material, plant, equipment, and miscellaneous accessories required to provide complete all **Abatement** as for the construction and completion of the Margaret K. Lewis School.

Description of Work

1. Specification Sections: Division 00 Procurement and Contracting Requirements; Division 1 General Requirements; 021419 Selective Demolition; 024116 Structure Demolition; "Asbestos Abatement – St. Andrews Oakland Terrace School" (Southern Earth Sciences).
2. Related Specification Sections: Balance of Contract Documents
3. Clarification of work included. The work of this bid Package includes, but is not limited to the following:
 - A. Furnish and install complete all work described in this bid package, the construction documents and specifications.
 1. Payment and/or performance bonds ARE NOT required for this package.
 2. Obtain and pay for all permits, certificates and license fees in connection with this work.
 3. Construct asbestos regulated area through erection of barricades, notices and warning signs.
 4. Construct a decontamination area adjacent to the regulated area.
 5. Abatement of hazardous materials from exterior walkway systems and the proper packaging and legal disposal of hazardous materials (AD-101, typ.).
 - a. Follow recommendations of "Asbestos Abatement – St. Andrews Oakland Terrace School; SESI file Number P25-560", prepared by Southern Earth Sciences.
 - b. SESI will provide monitoring/clearance testing.
 6. Remove and dispose of buried heating pipe with asbestos containing insulation. Pipe insulation is in poor condition, so hand excavation may be necessary.
 7. Place polyethylene sheeting under all covered walkways, at least 4' from the buildings.
 8. Wet panels prior to removal. Remove panels in whole condition, if possible. After removal, wet wipe the ceiling framework and HEPA vacuum.
 9. Buried asbestos pipe insulation is in poor condition and soils must be excavated from top, bottom, and around each side of the pipe using hand equipment.

10. Restore excavated areas with clean, compacted fill upon completion of pipe removal.

11. Deactivate regulated and containment areas upon satisfactory inspections.

APPLICABLE TO ALL BID PACKAGES

- Trade Contractor shall furnish on-site project supervision whenever its crews are on site. This supervisor must be capable of answering all questions regarding project status, project schedule, work plan, etc. and have the authority to make commitments for job-site activities to the Construction Manager's supervisory staff.
- Culpepper Construction Company job sites are tobacco-free. Trade Contractors are to abide by these policies.
- Furnish, install, and maintain all scaffolding, barricades, signage, and safety precautions in accordance with all OSHA requirements, as required for the complete construction of the building components included in this bid package, including leading edge protection for this trade contractor's personnel.
- Furnish, install, and maintain all hoisting required for the construction of the building components included in this bid package.
- Repair all fireproofing or insulation damaged by the installation of this Trade Contractors work.
- Removal and legal disposal and/or recycling of all trash, debris, and spoil resulting from this work.
- Project Access is limited due to the nature of the site and surrounding buildings. Removal and Delivery of materials shall be coordinated with the Construction Manager. The work will be performed in the sequence and access plan and schedule provided by the Construction Manager.
- Furnish all submittals and as-built drawings in accordance with the Contract Documents.
- The bidder is solely responsible for providing and/or obtaining all necessary field dimensions and surveys required to complete or fabricate the work of this bid package. (No submittals will be reviewed by the Construction Manager containing any notes similar to "Contractor Verify").
- Furnish and install all access panels necessary to provide access to the work of this Trade Contractor. All access doors shall have the same rating as the assembly in which they are installed.
- Furnish and install complete all blocking and backing required for the installation of the building components of this bid package.
- Substantial Completion will not be established until the submission and approval of all closeout documents including, but not limited to Lien Waivers, Warranties, O & M's, Owner Training, "As Builts", Approved TAB, and Completed Commissioning.

BID PACKAGE 02A - ABATEMENT
BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

E. WORK NOT INCLUDED in the scope of this Bid Package:

- N/A

BASE BID:

\$ _____

Respectfully submitted,

Firm Name: _____

By: _____
(Signature)

(Printed Name and Title)

BID PACKAGE 02B - DEMOLITION
 BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
 PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

CM	Culpepper Construction Co., Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308 Attn: Allan Franklin	Submitted by	Firm _____ Contact _____ email _____ Phone _____ Address _____ _____
Deliver to:	Culpepper Construction Co., Inc. 1311 Balboa Avenue Panama City, FL 32401 Attn: Allan Franklin allan@culpeppercc.com		

The undersigned:

A. Proposes to provide all labor, material, plant and services required to furnish and install complete all items required for **Bid Package 02B - Demolition** for the demolition of the Oakland Terrace School, located at 2010 W. 12th Street; Panama City, FL 32401.

All in accordance with:

1. The plans and specifications as prepared by DAG Architects and their consultants.
2. The Conditions of Contract dated 10/03/2025 including; Instructions to Bidders, Bidder Qualification Program General Conditions of Contract and the proposed Agreement between the Trade Contractor and Construction Manager.
3. All supplements which have been issued for this bid package and are numbers:

Number	Dated	Number	Dated
1	03/31/2025		

B. The bidder acknowledges the right of the Construction Manager to reject any and all bids and to waive informality or irregularity in any bids received and to accept those bids which are judged to best serve the interest of the project.

If written notice of acceptance of this Bid is delivered to the undersigned within sixty days after the date of the opening of this Bid or any other tie thereafter before it is withdrawn, the undersigned will execute and deliver the issued Contract to the Construction Manager in accordance with the Bid as accepted, and will also furnish and immediately deliver to the Construction Manager the required Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, as described in the Instructions to Bidders.

C. The Bidder is to list those Subcontractors to whom portions of the work will be sublet. List all firms that will supply labor at the job site, if none, so indicate. THIS LIST SHALL BE SUBMITTED WITHIN FORTY-EIGHT HOURS AFTER NOTIFICATION OF INTENT TO AWARD.

D. ELABORATION OF SCOPE

1. General

Furnish all labor, material, plant, equipment, and miscellaneous accessories required to provide complete all **Demolition** as for the construction and completion of the Margaret K. Lewis School.

Description of Work

1. Specification Sections: Division 00 Procurement and Contracting Requirements; Division 1 General Requirements; 021419 Selective Demolition; 024116 Structure Demolition.
2. Related Specification Sections: Balance of Contract Documents
3. Clarification of work included. The work of this bid Package includes, but is not limited to the following:
 - A. Furnish and install complete all work described in this bid package, the construction documents and specifications.
 1. Payment and/or performance bonds ARE NOT required for this package.
 2. Obtain and pay for all permits, certificates and license fees in connection with this work.
 3. Demolish and remove buildings 1-8 (AD-102, typ.), including underground utilities, foundations, slabs, sidewalks, and canopies/walkways attached to buildings.
 - a. Fine rake site after demolition to remove all miscellaneous debris from area. Site should be left in a clean and graded condition ready for new construction.
 4. Grade disturbed area to approximate elevation of existing sub-grades. Provide imported fill, if necessary.

APPLICABLE TO ALL BID PACKAGES

- Trade Contractor shall furnish on-site project supervision whenever its crews are on site. This supervisor must be capable of answering all questions regarding project status, project schedule, work plan, etc. and have the authority to make commitments for job-site activities to the Construction Manager's supervisory staff.
- Culpepper Construction Company job sites are tobacco-free. Trade Contractors are to abide by these policies.
- Furnish, install, and maintain all scaffolding, barricades, signage, and safety precautions in accordance with all OSHA requirements, as required for the complete construction of the building components included in this bid package, including leading edge protection for this trade contractor's personnel.

BID PACKAGE 02B - DEMOLITION
BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

- Furnish, install, and maintain all hoisting required for the construction of the building components included in this bid package.
- Repair all fireproofing or insulation damaged by the installation of this Trade Contractors work.
- Removal and legal disposal and/or recycling of all trash, debris, and spoil resulting from this work.
- Project Access is limited due to the nature of the site and surrounding buildings. Removal and Delivery of materials shall be coordinated with the Construction Manager. The work will be performed in the sequence and access plan and schedule provided by the Construction Manager.
- Furnish all submittals and as-built drawings in accordance with the Contract Documents.
- The bidder is solely responsible for providing and/or obtaining all necessary field dimensions and surveys required to complete or fabricate the work of this bid package. (No submittals will be reviewed by the Construction Manager containing any notes similar to "Contractor Verify").
- Furnish and install all access panels necessary to provide access to the work of this Trade Contractor. All access doors shall have the same rating as the assembly in which they are installed.
- Furnish and install complete all blocking and backing required for the installation of the building components of this bid package.
- Substantial Completion will not be established until the submission and approval of all closeout documents including, but not limited to Lien Waivers, Warranties, O & M's, Owner Training, "As Builts", Approved TAB, and Completed Commissioning.

E. WORK NOT INCLUDED in the scope of this Bid Package:

- Hazardous material abatement.
- Utility shut-off and safing.
- Refrigeration recovery.
- Salvage and removal of all facility equipment and assets.

BASE BID:

\$ _____

BID PACKAGE 02B - DEMOLITION
BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

Respectfully submitted,

Firm Name: _____

By: _____
(Signature)

(Printed Name and Title)

BID PACKAGE 10A – GENERAL TRADES
 BID PROPOSAL FORM [ATTACHMENT “B” | SUP-01]
 PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

CM	Culpepper Construction Co., Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308 Attn: Allan Franklin	Submitted by	Firm _____ Contact _____ email _____ Phone _____ Address _____ _____
Deliver to:	Culpepper Construction Co., Inc. 1311 Balboa Avenue Panama City, FL 32401 Attn: Allan Franklin allan@culpeppercc.com		

The undersigned:

A. Proposes to provide all labor, material, plant and services required to furnish and install complete all items required for **Bid Package 10A – General Trades** for the demolition of the Oakland Terrace School, located at 2010 W. 12th Street; Panama City, FL 32401.

All in accordance with:

1. The plans and specifications as prepared by DAG Architects and their consultants.
2. The Conditions of Contract dated 10/03/2025 including; Instructions to Bidders, Bidder Qualification Program General Conditions of Contract and the proposed Agreement between the Trade Contractor and Construction Manager.
3. All supplements which have been issued for this bid package and are numbers:

Number	Dated	Number	Dated
1	03/31/2025		

B. The bidder acknowledges the right of the Construction Manager to reject any and all bids and to waive informality or irregularity in any bids received and to accept those bids which are judged to best serve the interest of the project.

If written notice of acceptance of this Bid is delivered to the undersigned within sixty days after the date of the opening of this Bid or any other tie thereafter before it is withdrawn, the undersigned will execute and deliver the issued Contract to the Construction Manager in accordance with the Bid as accepted, and will also furnish and immediately deliver to the Construction Manager the required Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, as described in the Instructions to Bidders.

C. The Bidder is to list those Subcontractors to whom portions of the work will be sublet. List all firms that will supply labor at the job site, if none, so indicate. THIS LIST SHALL BE SUBMITTED WITHIN FORTY-EIGHT HOURS AFTER NOTIFICATION OF INTENT TO AWARD.

D. ELABORATION OF SCOPE

1. General

Furnish all labor, material, plant, equipment, and miscellaneous accessories required to provide complete all **General Trades** as for the construction and completion of the Margaret K. Lewis School.

Description of Work

1. Specification Sections: Division 00 Procurement and Contracting Requirements; Division 1 General Requirements; 021419 Selective Demolition; 024116 Structure Demolition.
2. Related Specification Sections: Balance of Contract Documents
3. Clarification of work included. The work of this bid Package includes, but is not limited to the following:
 - A. Furnish and install complete all work described in this bid package, the construction documents and specifications.
 1. Payment and/or performance bonds ARE NOT required for this package.
 2. Obtain and pay for all permits, certificates and license fees in connection with this work.
 3. Remove, store and protect from damage (prior to demolition) facility assets listed in the “Facilities Equipment & Asset Reclamation List (AD-103, typ.).
 - a. Fire extinguishers, furniture, desktop technology, AED devices, wall wraps, smartboards are included. All other equipment and assets will be salvaged by others.
 - b. Transport removed assets to BDS Facilities warehouse using 3rd party movers and equipment.

APPLICABLE TO ALL BID PACKAGES

- Trade Contractor shall furnish on-site project supervision whenever its crews are on site. This supervisor must be capable of answering all questions regarding project status, project schedule, work plan, etc. and have the authority to make commitments for job-site activities to the Construction Manager’s supervisory staff.
- Culpepper Construction Company job sites are tobacco-free. Trade Contractors are to abide by these policies.
- Furnish, install, and maintain all scaffolding, barricades, signage, and safety precautions in accordance with all OSHA requirements, as required for the complete construction of the building components included in this bid package, including leading edge protection for this trade contractor’s personnel.

BID PACKAGE 10A – GENERAL TRADES
BID PROPOSAL FORM [ATTACHMENT “B” | SUP-01]
PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

- Furnish, install, and maintain all hoisting required for the construction of the building components included in this bid package.
- Repair all fireproofing or insulation damaged by the installation of this Trade Contractors work.
- Removal and legal disposal and/or recycling of all trash, debris, and spoil resulting from this work.
- Project Access is limited due to the nature of the site and surrounding buildings. Removal and Delivery of materials shall be coordinated with the Construction Manager. The work will be performed in the sequence and access plan and schedule provided by the Construction Manager.
- Furnish all submittals and as-built drawings in accordance with the Contract Documents.
- The bidder is solely responsible for providing and/or obtaining all necessary field dimensions and surveys required to complete or fabricate the work of this bid package. (No submittals will be reviewed by the Construction Manager containing any notes similar to “Contractor Verify”).
- Furnish and install all access panels necessary to provide access to the work of this Trade Contractor. All access doors shall have the same rating as the assembly in which they are installed.
- Furnish and install complete all blocking and backing required for the installation of the building components of this bid package.
- Substantial Completion will not be established until the submission and approval of all closeout documents including, but not limited to Lien Waivers, Warranties, O & M’s, Owner Training, “As Builts”, Approved TAB, and Completed Commissioning.

E. WORK NOT INCLUDED in the scope of this Bid Package:

- HVAC, electrical, structured cabling & devices, security, access control.

BASE BID:

\$ _____

Respectfully submitted,

Firm Name: _____

By: _____
(Signature)

(Printed Name and Title)

BID PACKAGE 22A - PLUMBING
 BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
 PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

CM	Culpepper Construction Co., Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308 Attn: Allan Franklin	Submitted by	Firm _____ Contact _____ email _____ Phone _____ Address _____ _____
Deliver to:	Culpepper Construction Co., Inc. 1311 Balboa Avenue Panama City, FL 32401 Attn: Allan Franklin allan@culpeppercc.com		

The undersigned:

A. Proposes to provide all labor, material, plant and services required to furnish and install complete all items required for **Bid Package 22A - Plumbing** for the demolition of the Oakland Terrace School, located at 2010 W. 12th Street; Panama City, FL 32401.

All in accordance with:

1. The plans and specifications as prepared by DAG Architects and their consultants.
2. The Conditions of Contract dated 10/03/2025 including; Instructions to Bidders, Bidder Qualification Program General Conditions of Contract and the proposed Agreement between the Trade Contractor and Construction Manager.
3. All supplements which have been issued for this bid package and are numbers:

Number	Dated	Number	Dated
1	03/31/2025		

B. The bidder acknowledges the right of the Construction Manager to reject any and all bids and to waive informality or irregularity in any bids received and to accept those bids which are judged to best serve the interest of the project.

If written notice of acceptance of this Bid is delivered to the undersigned within sixty days after the date of the opening of this Bid or any other tie thereafter before it is withdrawn, the undersigned will execute and deliver the issued Contract to the Construction Manager in accordance with the Bid as accepted, and will also furnish and immediately deliver to the Construction Manager the required Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, as described in the Instructions to Bidders.

C. The Bidder is to list those Subcontractors to whom portions of the work will be sublet. List all firms that will supply labor at the job site, if none, so indicate. THIS LIST SHALL BE SUBMITTED WITHIN FORTY-EIGHT HOURS AFTER NOTIFICATION OF INTENT TO AWARD.

D. ELABORATION OF SCOPE

1. General

Furnish all labor, material, plant, equipment, and miscellaneous accessories required to provide complete all **Plumbing** as for the construction and completion of the Margaret K. Lewis School.

Description of Work

1. Specification Sections: Division 00 Procurement and Contracting Requirements; Division 1 General Requirements; 021419 Selective Demolition; 024116 Structure Demolition.
2. Related Specification Sections: Balance of Contract Documents
3. Clarification of work included. The work of this bid Package includes, but is not limited to the following:
 - A. Furnish and install complete all work described in this bid package, the construction documents and specifications.
 1. Payment and/or performance bonds ARE NOT required for this package.
 2. Obtain and pay for all permits, certificates and license fees in connection with this work.
 3. Disconnect and cap water, waste, and gas (if applicable) supplies to each building. Remove site utilities to limits of construction.
 - a. If disconnection of existing utilities affects adjacent, occupied structures, then provide bypass utilities to maintain continuity to buildings to remain.
 4. Remove and salvage all drinking fountains with bottle fillers (non-bottle filler drinking fountains will remain to be demolished). Transport salvaged drinking fountains to BDS Facilities Warehouse.

APPLICABLE TO ALL BID PACKAGES

- Trade Contractor shall furnish on-site project supervision whenever its crews are on site. This supervisor must be capable of answering all questions regarding project status, project schedule, work plan, etc. and have the authority to make commitments for job-site activities to the Construction Manager's supervisory staff.
- Culpepper Construction Company job sites are tobacco-free. Trade Contractors are to abide by these policies.
- Furnish, install, and maintain all scaffolding, barricades, signage, and safety precautions in accordance with all OSHA requirements, as required for the complete construction of the building components included in this bid package, including leading edge protection for this trade contractor's personnel.

BID PACKAGE 22A - PLUMBING
BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

- Furnish, install, and maintain all hoisting required for the construction of the building components included in this bid package.
- Repair all fireproofing or insulation damaged by the installation of this Trade Contractors work.
- Removal and legal disposal and/or recycling of all trash, debris, and spoil resulting from this work.
- Project Access is limited due to the nature of the site and surrounding buildings. Removal and Delivery of materials shall be coordinated with the Construction Manager. The work will be performed in the sequence and access plan and schedule provided by the Construction Manager.
- Furnish all submittals and as-built drawings in accordance with the Contract Documents.
- The bidder is solely responsible for providing and/or obtaining all necessary field dimensions and surveys required to complete or fabricate the work of this bid package. (No submittals will be reviewed by the Construction Manager containing any notes similar to "Contractor Verify").
- Furnish and install all access panels necessary to provide access to the work of this Trade Contractor. All access doors shall have the same rating as the assembly in which they are installed.
- Furnish and install complete all blocking and backing required for the installation of the building components of this bid package.
- Substantial Completion will not be established until the submission and approval of all closeout documents including, but not limited to Lien Waivers, Warranties, O & M's, Owner Training, "As Builts", Approved TAB, and Completed Commissioning.

E. WORK NOT INCLUDED in the scope of this Bid Package:

- Removal of asbestos insulated heating pipe.

BASE BID:

\$ _____

Respectfully submitted,

Firm Name: _____

By: _____
(Signature)

(Printed Name and Title)

BID PACKAGE 23A - HVAC
 BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
 PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

CM	Culpepper Construction Co., Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308 Attn: Allan Franklin	Submitted by	Firm _____ Contact _____ email _____ Phone _____ Address _____ _____
Deliver to:	Culpepper Construction Co., Inc. 1311 Balboa Avenue Panama City, FL 32401 Attn: Allan Franklin allan@culpeppercc.com		

The undersigned:

A. Proposes to provide all labor, material, plant and services required to furnish and install complete all items required for **Bid Package 23A - HVAC** for the demolition of the Oakland Terrace School, located at 2010 W. 12th Street; Panama City, FL 32401.

All in accordance with:

1. The plans and specifications as prepared by DAG Architects and their consultants.
2. The Conditions of Contract dated 10/03/2025 including; Instructions to Bidders, Bidder Qualification Program General Conditions of Contract and the proposed Agreement between the Trade Contractor and Construction Manager.
3. All supplements which have been issued for this bid package and are numbers:

Number	Dated	Number	Dated
1	03/31/2025		

B. The bidder acknowledges the right of the Construction Manager to reject any and all bids and to waive informality or irregularity in any bids received and to accept those bids which are judged to best serve the interest of the project.

If written notice of acceptance of this Bid is delivered to the undersigned within sixty days after the date of the opening of this Bid or any other tie thereafter before it is withdrawn, the undersigned will execute and deliver the issued Contract to the Construction Manager in accordance with the Bid as accepted, and will also furnish and immediately deliver to the Construction Manager the required Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, as described in the Instructions to Bidders.

C. The Bidder is to list those Subcontractors to whom portions of the work will be sublet. List all firms that will supply labor at the job site, if none, so indicate. THIS LIST SHALL BE SUBMITTED WITHIN FORTY-EIGHT HOURS AFTER NOTIFICATION OF INTENT TO AWARD.

D. ELABORATION OF SCOPE

1. General

Furnish all labor, material, plant, equipment, and miscellaneous accessories required to provide complete all HVAC as for the construction and completion of the Margaret K. Lewis School.

Description of Work

1. Specification Sections: Division 00 Procurement and Contracting Requirements; Division 1 General Requirements; 021419 Selective Demolition; 024116 Structure Demolition.
2. Related Specification Sections: Balance of Contract Documents
3. Clarification of work included. The work of this bid Package includes, but is not limited to the following:
 - A. Furnish and install complete all work described in this bid package, the construction documents and specifications.
 1. Payment and/or performance bonds ARE NOT required for this package.
 2. Obtain and pay for all permits, certificates and license fees in connection with this work.
 3. **Refrigerant Recovery & System Preservation**
 - a. Recover, store, and turn-over 100% of refrigerant to owner in properly labeled cylinders. Provide documentation of refrigerant type, quantity, and equipment location.
 - b. Nitrogen purge lines and immediately braze and solder closed to prevent moisture contamination.
 4. **HVAC Unit Salvage**
 - a. Remove and tag approved equipment (HVAC Unit Salvage List; AD-103, typ.).
 5. **Facilities Equipment & Asset Reclamation**
 - a. Remove, store, and protect from damage the HVAC controls and HVAC equipment (see above). Transport salvaged equipment to the BDS Facilities Warehouse.

APPLICABLE TO ALL BID PACKAGES

- Trade Contractor shall furnish on-site project supervision whenever its crews are on site. This supervisor must be capable of answering all questions regarding project status, project schedule, work plan, etc. and have the authority to make commitments for job-site activities to the Construction Manager's supervisory staff.

BID PACKAGE 23A - HVAC

BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]

PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

- Culpepper Construction Company job sites are tobacco-free. Trade Contractors are to abide by these policies.
- Furnish, install, and maintain all scaffolding, barricades, signage, and safety precautions in accordance with all OSHA requirements, as required for the complete construction of the building components included in this bid package, including leading edge protection for this trade contractor's personnel.
- Furnish, install, and maintain all hoisting required for the construction of the building components included in this bid package.
- Repair all fireproofing or insulation damaged by the installation of this Trade Contractors work.
- Removal and legal disposal and/or recycling of all trash, debris, and spoil resulting from this work.
- Project Access is limited due to the nature of the site and surrounding buildings. Removal and Delivery of materials shall be coordinated with the Construction Manager. The work will be performed in the sequence and access plan and schedule provided by the Construction Manager.
- Furnish all submittals and as-built drawings in accordance with the Contract Documents.
- The bidder is solely responsible for providing and/or obtaining all necessary field dimensions and surveys required to complete or fabricate the work of this bid package. (No submittals will be reviewed by the Construction Manager containing any notes similar to "Contractor Verify").
- Furnish and install all access panels necessary to provide access to the work of this Trade Contractor. All access doors shall have the same rating as the assembly in which they are installed.
- Furnish and install complete all blocking and backing required for the installation of the building components of this bid package.
- Substantial Completion will not be established until the submission and approval of all closeout documents including, but not limited to Lien Waivers, Warranties, O & M's, Owner Training, "As Builts", Approved TAB, and Completed Commissioning.

E. WORK NOT INCLUDED in the scope of this Bid Package:

- N/A

BASE BID:

\$ _____

BID PACKAGE 23A - HVAC
BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

Respectfully submitted,

Firm Name: _____

By: _____
(Signature)

(Printed Name and Title)

BID PACKAGE 26A _ ELECTRICAL
 BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
 PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

CM	Culpepper Construction Co., Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308 Attn: Allan Franklin	Submitted by	Firm _____
			Contact _____
			email _____
Deliver to:	Culpepper Construction Co., Inc. 1311 Balboa Avenue Panama City, FL 32401 Attn: Allan Franklin allan@culpeppercc.com		Phone _____
			Address _____ _____

The undersigned:

A. Proposes to provide all labor, material, plant and services required to furnish and install complete all items required for **Bid Package 26A - Electrical** for the demolition of the Oakland Terrace School, located at 2010 W. 12th Street; Panama City, FL 32401.

All in accordance with:

1. The plans and specifications as prepared by DAG Architects and their consultants.
2. The Conditions of Contract dated 10/03/2025 including; Instructions to Bidders, Bidder Qualification Program General Conditions of Contract and the proposed Agreement between the Trade Contractor and Construction Manager.
3. All supplements which have been issued for this bid package and are numbers:

Number	Dated	Number	Dated
1	03/31/2025		

B. The bidder acknowledges the right of the Construction Manager to reject any and all bids and to waive informality or irregularity in any bids received and to accept those bids which are judged to best serve the interest of the project.

If written notice of acceptance of this Bid is delivered to the undersigned within sixty days after the date of the opening of this Bid or any other tie thereafter before it is withdrawn, the undersigned will execute and deliver the issued Contract to the Construction Manager in accordance with the Bid as accepted, and will also furnish and immediately deliver to the Construction Manager the required Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, as described in the Instructions to Bidders.

C. The Bidder is to list those Subcontractors to whom portions of the work will be sublet. List all firms that will supply labor at the job site, if none, so indicate. THIS LIST SHALL BE SUBMITTED WITHIN FORTY-EIGHT HOURS AFTER NOTIFICATION OF INTENT TO AWARD.

D. ELABORATION OF SCOPE

1. General

Furnish all labor, material, plant, equipment, and miscellaneous accessories required to provide complete all **Electrical** as for the construction and completion of the Margaret K. Lewis School.

Description of Work

1. Specification Sections: Division 00 Procurement and Contracting Requirements; Division 1 General Requirements; 021419 Selective Demolition; 024116 Structure Demolition.
2. Related Specification Sections: Balance of Contract Documents
3. Clarification of work included. The work of this bid Package includes, but is not limited to the following:
 - A. Furnish and install complete all work described in this bid package, the construction documents and specifications.
 1. Payment and/or performance bonds ARE NOT required for this package.
 2. Obtain and pay for all permits, certificates and license fees in connection with this work.
 3. Disconnect and cap electrical and communication supplies to each building. Remove site utilities to limits of construction.
 - a. If disconnection of existing utilities affects adjacent, occupied structures, then provide bypass utilities to maintain continuity to buildings to remain.
 4. Remove, store, and protect from damage facilities equipment and assets in accordance with the "Facilities Equipment & Asset Reclamation List" (AD-103, typ.)
 - a. Salvaged assets include security cameras, low voltage telecommunications equipment, WAPs, fire alarm panels, interior & exterior speakers, exterior canopy fixtures, smartboards, emergency lights, exit lights, lighting controls, DX controls for doors, locks, card readers, security cameras and related switching and devices, telecom racks, front office electronics, call boxes and microphones, mag locks, and fire alarm pull station covers.

APPLICABLE TO ALL BID PACKAGES

- Trade Contractor shall furnish on-site project supervision whenever its crews are on site. This supervisor must be capable of answering all questions regarding project status, project schedule, work plan, etc. and have the authority to make commitments for job-site activities to the Construction Manager's supervisory staff.

BID PACKAGE 26A _ ELECTRICAL
BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

- Culpepper Construction Company job sites are tobacco-free. Trade Contractors are to abide by these policies.
- Furnish, install, and maintain all scaffolding, barricades, signage, and safety precautions in accordance with all OSHA requirements, as required for the complete construction of the building components included in this bid package, including leading edge protection for this trade contractor's personnel.
- Furnish, install, and maintain all hoisting required for the construction of the building components included in this bid package.
- Repair all fireproofing or insulation damaged by the installation of this Trade Contractors work.
- Removal and legal disposal and/or recycling of all trash, debris, and spoil resulting from this work.
- Project Access is limited due to the nature of the site and surrounding buildings. Removal and Delivery of materials shall be coordinated with the Construction Manager. The work will be performed in the sequence and access plan and schedule provided by the Construction Manager.
- Furnish all submittals and as-built drawings in accordance with the Contract Documents.
- The bidder is solely responsible for providing and/or obtaining all necessary field dimensions and surveys required to complete or fabricate the work of this bid package. (No submittals will be reviewed by the Construction Manager containing any notes similar to "Contractor Verify").
- Furnish and install all access panels necessary to provide access to the work of this Trade Contractor. All access doors shall have the same rating as the assembly in which they are installed.
- Furnish and install complete all blocking and backing required for the installation of the building components of this bid package.
- Substantial Completion will not be established until the submission and approval of all closeout documents including, but not limited to Lien Waivers, Warranties, O & M's, Owner Training, "As Builts", Approved TAB, and Completed Commissioning.

E. WORK NOT INCLUDED in the scope of this Bid Package:

- N/A

BASE BID:

\$ _____

BID PACKAGE 26A _ ELECTRICAL
BID PROPOSAL FORM [ATTACHMENT "B" | SUP-01]
PROJECT: MARGARET K. LEWIS DEMOLITION PACKAGE

Respectfully submitted,

Firm Name: _____

By: _____
(Signature)

(Printed Name and Title)

**Margaret K. Lewis/Oakland Terrace Demolition Package
Document Log**

	SPECIFICATIONS		
	Bay District Schools, Margaret K. Lewis Demolition Package; Project Manual	3/19/2026	
	Asbestos Abatement – St. Andrews Oakland Terrace School; SESI file Number P25-560		
	COVER SHEET		
AD-000	COVER SHEET	03/19/2026	
AD-001	ABBREVIATIONS & SYMBOLS	03/19/2026	
AD-011	EXISTING SURVEY	03/19/2026	
AD-012	EXISTING SURVEY	03/19/2026	
AD-013	EXISTING SURVEY	03/19/2026	
AD-101	ASBESTOS ABATEMENT PLAN	03/19/2026	
AD-102	ARCHITECTURAL DEMOLITION PLAN	03/19/2026	
AD-103	FACILITIES EQUIPMENT & ASSET SALVAGE PLAN	03/19/2026	



Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025

CONDITIONS OF CONTRACT

Between the Construction Manager and Trade Contractor

Construction Manager:

CULPEPPER CONSTRUCTION COMPANY, INC.
1538 Metropolitan Blvd.
Tallahassee, FL 32308



Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025

TABLE OF CONTENTS

Section One	Conditions of Contract Summary
Section Two	Qualification Assurance Program
Section Three	Instruction to Bidders
Section Four	General Conditions
Section Five	Project Insurance Requirements
Section Six	Document Submittal Checklist
Section Seven	Attachments Attachment A – Qualification Assurance Form Attachment B – Performance Bond Form Attachment C – Payment Bond Form Attachment D – Trade Contract Agreement



**Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025**

SECTION ONE - CONDITIONS OF CONTRACT SUMMARY

These Conditions of Contract are an integral part of the Contract Documents for this project.

Attached to these Conditions of Contract is a Bid Package Supplement containing other components of the Bid Documents including, but not limited to:

- The Invitation to Bid
- The Bid Proposal Form
- The Project Schedule
- List of Technical Documents

All Bid Package Supplements issued by the Construction Manager during the bid period form a part of the Contract Documents.

All Bid Package Supplements must be noted on the bidder's Bid Proposal Form.

Only Bid Package Supplements issued by the Construction Manager will be considered as a part of the Contract Documents.



Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025

SECTION TWO – Qualification Assurance Program

PROGRAM OBJECTIVE

The objective of CULPEPPER’s **Qualification Assurance Program** is to ensure that all trade contracts **Awarded** for the trade contractor bid packages are awarded to trade contractors that have successfully demonstrated their qualifications, capabilities and experience necessary to successfully perform the work required for each specific project.

This program also recognizes that the demands and complexity of individual projects, and their respective bid packages vary greatly from project to project. This program establishes varying levels of qualification verification that can be tailored to fit the specific demands of each project.

PROGRAM IMPLEMENTATION

1. CULPEPPER will formally advertise all trade Bid Packages to the marketplace.
2. CULPEPPER may notify contractors within our bidder database through a formal bid invitation. **An invitation sent to a prospective bidder by Culpepper Construction Company does not constitute or imply the prequalification of that trade contractor for the project.**
3. The construction manager reserves the right to establish the level of qualification evaluation applied to each specific bid package for the project any time during the bid process; including prior to, the day of, or after receipt of the bids.
4. CULPEPPER ¹ will evaluate the qualifications of the potential bidders for conformance to the criteria established for each project. **The Qualification Process is project specific;** qualification for one project does not guarantee qualification for any other project.

QUALIFICATION EVALUATION PROCESS

CULPEPPER will assign the level of qualification requirement for each project bid package. These qualification levels are defined as:

Stage 1	All Bid Packages
Stage 2	Packages that are more critical in nature and require a demonstrable level of expertise as established by the Construction Manager.

Stage 1 Qualification

All prospective Trade Contractors must complete **Qualification Assurance Program- Stage 1 Form** (see Attachment A). This form requires general information on the firm, including experience, volume, financial, insurance, bonding, and references from suppliers and past general contractors.

- The Stage 1 Qualification form must be completed in its entirety to be considered.
- It is incumbent on the contractor to provide accurate and current information. Incomplete forms as well as information or references that cannot be verified will be cause for disapproval.

¹ The project Owner, Architect, and Engineers are not a party to this Qualification Process. Qualification to bid is established solely by the Construction Manager.



**Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025**

Stage 2 Qualification

Stage 2 Qualification begins with the successful completion of Stage 1.

- For Bid Packages assigned with a Stage 2 qualification level, Trade Contractors that have successfully completed Stage 1 will be required to submit to the construction manager **a complete Stage 2 package including the following items** detailed below.
 - References
 - Resume for the Field Superintendent who will be assigned to the project.
 - Financial Statements.
- The detailed references from **recent and relevant** projects performed by the contractor and the **proposed superintendent** (Refer to Attachment B). By relevant, it is understood to mean the type of construction project that involves similar scope, effort, and complexity as the work of the project. Special attention should be paid to scope of work involving complex and/or high-technology systems especially as it relates to mechanical, electrical, and plumbing trades. Recent is understood to mean projects completed within the past 7 years.
- The Trade Contractor is responsible entirely for the reference forms, i.e. their distribution, filling out, retrieval of, and submission to the construction manager in one package along with the resume and financial statements.
- The Trade Contractor will provide two (2) specific references from either previous owners or contractors for whom the contractor has provided services for both the both the firm and the proposed project superintendent. (The reference may be the same if the proposed project superintendent supervised the project reference for the firm).
- The Trade Contractor must provide **a resume for the proposed Superintendent** with their Stage 2 submittal. The resume should provide evidence of project experience similar to the proposed project.

The Construction Manager will evaluate the information and references provided for conformance to the specific project requirements. The award of Trade Contracts will be made only to Trade Contractors that have met the qualification requirements established for the project Bid Package.



**Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025**

SECTION THREE - INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

The following Instructions to Bidders are an integral part of the Contract Documents. Where the terms and conditions set forth in these instructions conflict with the other Contract Documents, the terms and conditions of these Instructions will prevail.

Instruction to Bidders Table of Contents

1.0	General
2.0	Bids
3.0	Not Used
4.0	Time for Receiving Bids and Opening Bids
5.0	Modification or Withdrawal of Bids: Right to Claim Error
6.0	Qualifications of Bidders
7.0	Bid Documents
8.0	Inspection of Site
9.0	Re-Bid Conference
10.0	Interpretations and Addenda
11.0	Post Bid Information
12.0	Form of Contract
13.0	Award of Contracts
14.0	Performance and Payment Bond
15.0	Failure to Execute Agreement
16.0	Technical Specifications
17.0	Substitutions
18.0	Schedule
19.0	Permits
20.0	Compliance with Codes, Etc.
20.2	Special Legal Requirements
21.0	Safety Requirements
22.0	Temporary On-Site Facilities
23.0	Verification of On-Site Facilities
24.0	Insurance
25.0	Equal Employment Requirements
26.0	Unit Prices
27.0	Alternates
28.0	Taxes
29.0	Composite Clean-up
30.0	Supervision
31.0	Limitations of Remedy - No Damages for Delay
32.0	Florida Products Approval Requirements
33.0	Sales Tax Saving Programs – Owner Direct Purchase of Materials



**Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025**

1.0 General

- 1.1 The Construction Manager will receive proposals for the Project on the dates and times stated and described in the Invitation to Bid. The scope of the Project is described in the General Conditions. The scope of each Bid Package for the Project is described in the Proposal Form for each Bid Package.
- 1.2 **All trade bid packages are inclusive of the entire scope of work of that trade to provide a complete, operational, and functional building. Specifically, the scope of work for each bid package includes, but is not limited to:**
- The specific work indicated in the proposal form,
 - The specific work indicated in the contract documents,
 - Any work mandated by the governing authority and/or applicable codes which is related to the scope of work of the bid package, **whether or not indicated on the contract documents,**
 - Any work required to conform to industry standards or manufacturers recommendations,
 - Any work or rework required to coordinate with other trades,
 - All cost associated with maintaining the Construction Manager's Schedule,
 - All cost escalation for the duration of the contract, and
 - Field verification of existing conditions or measurements required for by this trade.
- 1.3 The Construction Manager reserves the right to reject any or all bids, bid alternates, accept bids in any order or combination and waive any informality in bids if it is deemed in the best interest of the Project.
- 1.4 Refer to Design Documents issued in the Bid Package Supplement for Project Location.

2.0 Bids

- 2.1 All bids must be submitted in writing and shall be subject to all requirements of the Contract Documents. Oral bids will not be accepted. Electronic bids may be accepted with prior, written, approval of the Construction Manager. Erasures or other changes in the bid price provided must be explained or noted over the signature of the bidder. Modification to the Bid Package Scope established for the Bid Package, including but not limited to exclusions or clarifications made to either the bid form or by attachment, may be grounds for rejection of the bid.
- 2.2 It is expressly noted herein that all bid proposals are made to the Construction Manager and that the Project Owner is not a party to these bids. Nothing in the bid documents, either expressed or implied, enjoins the Project Owner as a party to the receipt, review, or award of the bids received by the Construction Manager of this project. The Construction Manager reserves the right to reject any and all bids, to waive informalities in any bid, to consider any combination of bids, and to review any voluntary alternates. Award of each Trade Contract will be on the basis of what serves in the best interest of the Project and the Construction Manager.
- 2.3 Each Bidder by making his/her bid represents that:
- a) He / She has read and understands the Bid Documents, and his Bid is made in accordance therewith.
 - b) He / She has visited the site and has familiarized himself with the local conditions under which the Work is to be performed.
 - c) His / Her Bid is based upon the materials, system, and equipment described or named in the Bid Documents without exception.
 - d) He / She has made any additional investigations/tests he may deem necessary.
- 2.4 **Form of Bid:** All bids will be Physically submitted in accordance with 2.4.1 unless the Bid Package Supplement establishes the acceptance of Electronically submitted bids in accordance with 2.4.2.
- 2.4.1 **Physically Submitted Bids:** Physical bids should be submitted in a sealed envelope which will be clearly labeled "BID ENCLOSED" and be identified with the project name, bid package number, name and address of the Bidder. If the bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" or the fact thereof, addressed to the address as indicated on the Invitation to Bid. E
- 2.4.2 **Electronically Submitted Bids:** Electronically submitted bids, should be submitted by email to the email address established in



Conditions of Contract between Construction Manager and Trade Contractors October 3, 2025

the Bid Supplement for the specific project. The subject line of the email shall identify "BID ENCLOSED", the project name, and bid package number, The bid proposal submitted electronically shall be in the same form as required for a Physical Bid Submittal. If a bid bond is required for the bid package, an electronically signed copy may be provided with the bid submission. A hard signed copy of the bid proposal form and bid bond (if applicable) must be delivered to the Construction Manager with 48hrs of the Bid Opening from the Apparent low bidder.

- 2.5 Bids delivered by special messenger are to be taken to the place designated in the Invitation to Bid for bid receipt.
- 2.6 If required by the specific Bid Package, the bid proposal must be accompanied by the required Bid Security as called for below.
- 2.7 If bidders are qualified to do so, bidders may submit bids on multiple bid packages. The Construction Manager will accept and consider "Combo" packaged pricing for the award of multiple packages. "Combo" package proposals may be offered by the insertion of a combo proposal into the Construction Manager's Bid form.
- Combo package proposals shall include the full scope of all packages within the combination presented.
 - Insertions of Combo package proposals does not constitute a modification to the bid form.
 - The bidder must be properly licensed in all scopes included in the combination proposal.

3.0 Bid Security

- 3.1 Bid Security is not required unless specifically call for by the Construction Manager Bid Package Supplement.
- 3.2 If required by the specific bid package, the Bid Security shall be made payable to the Construction Manager in the amount of **5%** of the Bid Sum. Security **shall be a Bid Bond issued by surety licensed to conduct business in the State of Florida.** The successful bidders' security shall be retained until he has signed the Contract and furnished the required Payment and Performance Bonds. The Construction Manager reserves the right to retain the security of the bidders until the successful bidder enters into a contract or until **sixty (60) days** after bid opening. If any Bidder selected refuses to enter into a contract, or to furnish approved performance and payment bond, his Bid Security may be retained. (*Refer to Article 15 of these Instructions to Bidders*)

- 4.0 Time for Receiving Bids and Opening Bids:** Time and date for receipt of bids are as set forth in the Invitation to Bid. Bids received after this time will not be accepted. All bids will be publicly opened and read. Bids will remain open for **sixty (60) days**.

5.0 Modification or Withdrawal of Bids: Right to Claim Error

- 5.1 Bids proposals may be withdrawn by written request emailed by the bidder and received by the Construction Manager prior to the time for receipt of bids. Emails should be sent "read receipt requested".
- 5.2 Negligence on the part of the Bidder in preparing his Bid gives no right for the withdrawal of the Bid after it has been opened.
- 5.3 **Modification to the Bid Package Scope established for the Bid Package, including but not limited to exclusions or clarifications made to either the bid form or by an attachment thereto will be grounds for immediate rejection of the bid.**

6.0 Qualification of Bidders

- 6.1 A Contract Agreement will be entered into with only responsive Trade Contractors found to be satisfactory through the Qualification Assurance Program by the Construction Manager.
- 6.2 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Construction Manager, must be used on the Work for which they are proposed and accepted and will not be changed except with the written approval of the Construction Manager.
- 6.3 The Construction Manager reserves the right to remove or cause to be removed from the Project, any employee of the Trade Contractor or his subcontractors, whenever it deems, in its sole discretion, such action to be in the best interest of the Project.

7.0 Bid Documents

- 7.1 Bid Documents are on file and may be examined at:



Conditions of Contract between Construction Manager and Trade Contractors October 3, 2025

- a) Construction Manager's Office
- b) Project Site Office (if established prior to the date of bid)

7.2 The Construction Manager will provide electronic access to the bid documents to all prospective Bidders.

7.3 Hard copies of the bid documents will **not** be distributed by the Construction Manager.

7.4 The Construction Manager, in making copies of the Bid Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer or grant a license for any other use.

7.5.1 The Bid documents include the following:

- a) Conditions of Contract between Construction Manager & Trade Contractor, including:
 - i. Instructions to Bidders
 - ii. General Conditions of the Contract
- b) Agreement Between Construction Manager and Trade Contractor
- c) Proposal Form
- d) Invitation to Bid
- e) Specifications
- f) Plans
 - i. All Supplemental Instructions issued by the Construction Manager.

7.6 Bidders should confirm that they have received all Bid Documents as listed in the Invitation to Bid. If missing items are discovered, the Bidder should notify the Construction Manager, in writing, and the items will be replaced. Missing item(s) will not constitute grounds for modification to the Contract Agreement entered into with the Construction Manager.

7.7 Bid Package Supplements, Addenda, and any other material or information issued during the bidding period will only be issued to Trade Contractors who have received the bid documents from the Construction Manager and are included on the Construction Managers list of Bidders.

8.0 Inspection of Site: Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating to construction and labor and should fully inform himself as to the facilities involved, the difficulties, restrictions, and logical extensions of scope attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Bidding Documents. The Trade Contractor, after the execution of a Contract, will not be relieved of any contractual obligation because of his/her failure to receive and examine any contract document, visit the project site and otherwise become thoroughly informed with regard to all conditions and requirements associated with the performance of the contract.

9.0 Pre-Bid Conference: During the bid period, a pre-bid conference may be held to discuss the Bid Documents. The results of this conference will be published in a Bid Package Supplement. Representation by all Trade Contractors interested in submitting a bid is strongly advised. Notice of the designated time and location of the pre-bid conference is indicated within the Invitation to Bid.

10.0 Interpretations and Addenda

10.1 Bidders will promptly notify the Construction Manager of all ambiguities, inconsistencies or errors discovered in examination of the Bid Documents, project site or local conditions. No oral interpretations will be made. All requests for interpretations should be made in writing to Culpepper Company, Inc.

10.2 All inquiries received **ten (10)** or more days prior to the date fixed for opening of bids will be given consideration. All responses will be in the form of a Supplement to the Contract Documents and, when issued, will be on file in all of the offices where the Contract Documents are located. In addition, all Supplements will be published to the ISqFt website. **It is the Bidder's responsibility to make inquiry as to, and to obtain, all Bid Package Supplements issued.** All Supplements and Addenda are to be listed in the Bid Form in the space provided and shall become part of the Contract Documents. Each bidder will be bound by all Supplements, whether or not received by the Bidder. Only a written interpretation or correction by Supplement, issued by the Construction Manager, will be binding.



**Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025**

11.0 Post Bid Information

- 11.1 Within **72 hours** of the bid, the apparent low bidder must submit the “Products Approval Specification Sheet” identifying all product approval number(s) for the applicable building components associated with their trade bid package (See Article 32 of the Instructions to Bidders).
- 11.2 Unless waived by the Construction Manager, the successful Bidder for each phase of the Project will, within ten (10) days of the notification of selection for the award of a contract for the Work, submit the following information to the Construction Manager.
- a) Performance and Payment Bonds.
 - b) Submittal Schedule.
 - c) Safety & Hazardous Communication Program.
 - d) The percentage of the Work to be performed by the Bidder with his own forces.
 - e) A complete listing of all proposed subcontractors.

12.0 Form of Contract

The Construction Manager is entering into Trade Contracts on its own behalf and not as an agent of the Owner. The Trade Contractors will have no contractual relationship with the Owner. The form of contract agreement which will be used is provided in Section Seven Attachments. **Exceptions, by the bidder, to the terms and conditions of this Contract Agreement will not be considered.**

13.0 Award of Contracts

- 13.1 The Construction Manager intends to award either separate contracts for each Bid Package, or contracts for the best combinations of Bid Packages, including Alternates selected. Bids may be held for a period not to exceed sixty (60) days from the bid opening dates. Bids may not be withdrawn during the sixty (60) day period.
- 13.2 The award of contracts for each Bid Package will be made by the Construction Manager to a qualified, responsive, bidder. The Construction Manager will consider the bid price, the bidders understanding of scope, project schedule, the bidders workload, the bidders experience, the bidders past performance, the bidder’s financial strength, and other factors in awarding each bid package.
- 13.3 The Construction Manager will not award a Contract to any Trade Contractor who is ineligible for such Contract under the provisions of any regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws or regulations.
- 13.4 In evaluating the Bids, the Construction Manager will consider the qualifications of the Bidders and the prescribed requirements, alternates, and unit prices, in the Bid Forms.
- 13.5 The Construction Manager has the right to accept Alternates in any order or combination and to determine the low Bidder based on the sum of the Base Bid and the Alternates accepted.
- 13.6 The Construction Manager will consider the qualifications and experience of Trade Contractors and other entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal scopes of the Work.
- 13.7 The Construction Manager will conduct investigations deemed necessary to assist in the evaluation of any Bid and the qualifications of the Bidder, Sub Contractors, and other organizations required to perform the work in accordance with the Contract Documents and the Project Schedule.
- 13.8 The Construction Manager reserves the right to reject the Bid of any Bidder after investigation and evaluation as set forth in Paragraph 13.1 - 13.7.

14.0 Performance and Payment Bond

- 14.1 **Performance and Payment Bonds are not required, unless specially called for by the Bid Package.** Refer to the Bid Package Supplement to determine if bonds are required for your specific bid package.



**Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025**

14.2 If required, the successful bidder will be required to furnish and pay for a Labor and Material Payment Bond and a Performance Bond issued by a Surety company authorized to do business in the State of Florida. The Surety must have an "A" rating or better, and be acceptable to the Construction Manager. **The Bonds are to be in the amount of 100% of the contact amount and provide on the bond forms attached to these Conditions of Contract.**

14.3 If required, bonds shall remain in full effect during the warranty periods required by the Contract (generally one (1) year from date of Substantial Completion, unless otherwise specified). The Construction Manager retains all rights of recourse against these bonds if the Trade Contractor fails to remedy defects during the warranty period.

15.0 Failure to Execute an Agreement: Withdrawal of a bid within sixty (60) days after the date of the opening of bids or the failure to enter into contract and if required, provide a performance bond and a labor and material payment bond within 10 days after notice of an intent to award, or within such approved extended period as the Construction Manager may grant, will constitute a default by the Bidder. The Construction Manager then may either award the contract to another responsible bidder or re-advertise again for bids and may charge against the defaulting bidder, the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by re-advertising, the defaulting bidder will have no claim against the Owner or the Construction Manager for a refund.

16.0 Technical Specification: Where compliance with two (2) or more sets of requirements is specified, and overlapping of those requirements establishes different levels or minimums for a particular quality, **the more stringent level will be enforced;** this is generally the more costly of the two levels. Trade Contractors should refer instances of different-but-equal requirements to the Architect through the Construction Manager for decision. Trade Contractors should refer instances of uncertainty as to which level of quality is more stringent to the Architect through the Construction Manager for decision.

17.0 Substitutions

17.1 The scope of all trade contracts will be based on specified materials or substitutions approved prior to the bid only. Approved substitutions will be identified in a written supplement to the bid package issued by the Construction Manager prior to the bid. **NO VERBAL APPROVALS OF SUBSTITUTIONS WILL BE CONSIDERED!**

****DO NOT BASE YOUR BID ON ANY VERBAL APPROVAL OF A SUBSTITUTION! ****

17.2 The materials, products and equipment described or named in the Bidding Documents establish a standard, required function, dimension, appearance and/or quality to be met by any proposed substitution.

17.3.1 Requests for substitutions must:

- Be made in accordance with procedure established in the construction documents.
- Be submitted to the Construction Manager no later than ten (10) days prior to the bid date.

18.0 Schedule

18.1 The Project will be scheduled by the Critical Path Method (CPM). The Trade Subcontractor's work is to be accomplished in accordance with the Project Schedule as determined by the Construction Manager. The project schedule may:

- a) require out-of-sequence work,
- b) require phasing of work,
- c) include temporary work,

All of which is to be performed by the Trade Contractor, at no additional cost, in order to achieve the necessary job progress. Additionally, all Trade Contractors are to include in their bid (base contract) any and all costs associated with overcoming adverse weather delays, project coordination delays, submittal process delays, workforce delays, material delivery delays or other factors which may impact the Trade Contractors ability to achieve the Construction Managers' schedule.

18.2 The "Project Schedule", including all subsequent updates, are maintained by the Construction Manager and provided to the Trade Contractor in PDF format. The Trade Contractor acknowledges that the Construction Manager does not provide native format



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files of the original Project Schedule or its updates. The PDF files of the Project Schedule, including all updates, fulfill the Construction Manager's contractual obligation to provide the schedule to the Trade Contractor.

18.3 The Trade Contractor is cautioned that mandated minimum work hours and workdays are established in the Article 30 of the General Conditions. All costs and expenses associated with the minimum work hours and workday requirements are a part of the bids for this project. No additional consideration will be provided.

19.0 Permits: Each bidder shall include in his Bid Proposal the costs of all permits required for the work of the Bid Package.

20.0 Compliance with Codes: All Trade Contractors will be required to adhere to Federal, State and County codes, rules and regulations, procedures, advisories, etc., as well as all codes, rules and regulations, etc. of any group, governing body, or authority having jurisdiction over the project.

20.2 Special Legal Requirements

Each Bidder, before submitting a bid, shall familiarize himself with all Federal and State laws, ordinances, rules and regulations that may apply to the Work or that may, in any manner, affect the cost, progress or performance of the Work.

21.0 Safety Requirements

21.1 All Trade Contractors will be required to comply with the provisions of the "Construction Safety Act", the "Occupational Safety and Health Act of 1970", and the Construction Manager's Safety Program, as well as all other applicable Federal, State and local safety requirements.

21.2 All Trade Contractors will be required to submit a written copy of the following prior to the execution of the Construction Manager-Trade Contractor Agreement. Failure to provide this documentation shall constitute a default of the Bidder.

- a. Written Safety Program
- b. Written Hazardous Communication Program
- c. Material Data Sheets (for all products anticipate being used in conjunction with their work)
- d. Job Specific Fall Protection Plan
- e. Job Specific Hazardous Analyses

22.0 Temporary On-Site Facilities: Each bidder must include in his Bid Proposal all costs of installation, maintenance and removal of temporary sheds, field offices, telephone service, and drinking water required for the work of the Bid Package. Temporary toilet facilities will be provided by the Construction Manager. (*Refer to Articles 42, 43, 44, 45, 46, 47, 48, 48, 49, and 55 of the General Conditions*)

23.0 Verification of Site Conditions

23.1 Each bidder shall include in his Bid Proposal all costs of verifying the suitability of the work by others and site conditions which affect the work and **all costs of surveying and field measurements which may be required to perform the work of the Bid Package.**

23.2 Primary site control, which includes primary control lines, reference points and bench mark elevations, will be provided by the Construction Manager.

24.0 Insurance: Refer to Section Five of the Conditions of Contract for details regarding the insurance requirements of this project.

25.0 Equal Employment Requirements: Trade Contractors and Subcontractors shall be bound by the terms of the Equal Employment Opportunity Requirements as described in the General Conditions.

26.0 Unit Prices: Unit Prices, if requested in the Proposal Form, may be used if the Construction Manager determines they are equitable and applicable to make adjustments to the cost of the Work of the Contract due to changes to the Work required by the Drawings and Specifications. The prices shall be predicated upon the materials, methods and standards of quality set forth in



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the Specifications. Unit prices submitted shall be reasonably within the range of current pricing in the region for complete in-place work. Unit Prices shall include all costs or overhead, profit, all applicable Federal, State, Municipal or local taxes, labor, materials, equipment, and any other incidentals related to the completion of the work.

27.0 Alternates: Alternates, if requested, are included to enable the Owner to compare total costs where alternate materials and methods might be used. Alternates will be described on the Drawings or in the Proposal Form.

28.0 Taxes: Trade Contractor shall pay all applicable Federal, State, Local and other taxes, except taxes and assessments on the real property comprising the site of the project.

29.0 Composite Clean-up: In addition to, and not to replace the Trade Contractors’ responsibility to provide trade specific project cleanup and debris management in accordance with Paragraphs 52.1 through 52.11 of the Conditions of Contract, the Construction Manager shall establish and manage a composite cleanup crew to perform general project-wide cleanup services, including but not limited to the removal of debris, rubbish, and waste materials not attributable to a specific Trade Contractor work, daily site sweeping, and general project cleaning. The Crew shall operate under the direction of the Construction Manager in accordance with the project schedule. The Trade Contractor acknowledges that the Composite Clean-up Crew services are essential to maintaining site safety, compliance with applicable laws and regulations, and timely project completion. The Construction Manager shall deduct a Composite Cleanup Contribution amount from each Trade Contractor, calculated in accordance with the following scale.

Initial Trade Contract Value		Rate	Maximum
From	To		Extension
0.01	10,000.00	4.00%	400.00
10,000.01	100,000.00	3.25%	2,925.00
100,000.01	250,000.00	2.25%	3,375.00
250,000.01	500,000.00	1.50%	3,750.00
500,000.01	1,000,000.00	0.50%	2,500.00
1,000,000.01	5,000,000.00	0.35%	14,000.00
5,000,000.01	and Up	0.20%	varies

The following sample calculation is provided as an example of how this is calculated. A copy of this calculation sheet in excel is available to the Trade Contractor upon request.

ENTER BID SUBTOTAL AMOUNT			1,750,000.00	
Bid Subtotal Range		Rate	Maximum	
From	To		Extension	
0.01	10,000.00	4.00%	400.00	400.00
10,000.01	100,000.00	3.25%	2,925.00	2,925.00
100,000.01	250,000.00	2.25%	3,375.00	3,375.00
250,000.01	500,000.00	1.50%	3,750.00	3,750.00
500,000.01	1,000,000.00	0.50%	2,500.00	2,500.00
1,000,000.01	5,000,000.00	0.35%	14,000.00	2,625.00
5,000,000.01	and Up	0.20%	varies	-
Composite Cleanup Amount				15,575.00
Base Bid Total				1,765,575.00

30.0 Supervision

30.1 The Trade Contractor must provide field (on site) supervision through a named superintendent for each trade included in the Trade Contract.



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- 30.2 The Trade Contractor must provide evidence of the superintendent's qualifications to manage the project by documentation of the superintendent's experience on similar projects for at least two years within the last five years.
- 30.3 The Trade Contractors superintendent(s) shall be on site at all times during progress of the work and shall not be assigned to any other project, in any capacity, during the progress of the work.
- 30.4 If the project schedule mandates working hours in excess of sixty hours per week, the Trade Contractor may supervise work above a base 50 hour/week with a qualified assistant superintendent. The Trade Contractor must provide the qualifications of the assistant superintendent to the Construction Manager and the utilization of this supervisor is subject to the Construction Manager's approval. All provisions of the contract pertaining to the Trade Contractor's superintendent's responsibilities shall apply to the Assistant Superintendent when that person is supervising the work and the Superintendent is not on site.
- 30.5 The Trade Contractors' superintendent must be a competent person as defined by OSHA.
- 30.6 The Trade Contractors Superintendent shall represent the Trade Contractor and communications given to the superintendent shall be binding.
- 30.7 The Trade Contractor's superintendent shall not be changed, unless:
- The Construction Manager requests the removal and replacement of the Superintendent
 - The Superintendent ceases to be employed by the Trade Contractor.
 - The Trade Contractor receives written approval to change superintendent by the Construction Manager.
- 30.8 The Trade Contractor's superintendent shall be responsible for the scheduling and coordination of the Trades work and the work of the Trade Contractor's subcontractors. If in the Construction Managers opinion, the superintendent is unable to manage the schedule and coordination of the Trade's work with the Construction Manager, then the Trade Contractor shall immediately remove and replace the superintendent without increasing the value or duration of the Trade Contract.

31.0 Limitations of Remedy - No Damages for Delay: The Trade Contractor's exclusive remedy for delay in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner, Architect-Engineer, or the Construction Manager or attributable to the Owner, Architect-Engineer, or Construction Manager and including claims based on breach of contract or negligence, shall be an extension of its contract time.

32.0 Florida Products Approval Requirements

- 32.1 Effective October 1, 2003, the Florida Legislature implemented a statewide products approval system in accordance with Florida Statue 553.842 and Florida Administrative Code 9B-72. This system mandates that product approval numbers be provided for specific building components with the building permit application, receipt of which is a prerequisite of the issuance of the building permit.
- 32.2 Within **72 hours** of the bid, the apparent low bidder must submit the "Products Approval Specification Sheet" identifying all product approval number(s) for the applicable building components associated with their trade bid package. (See Section Seven of these Conditions of Contract for a copy of this form)
- 32.3 If a bidder bases their proposal on products that have not been approved by the Florida Building Commission, then the bidder acknowledges;
- **They are solely responsible for securing the approval of the product(s) from the building official for the use of the product(s) in this project. This includes, but is not limited to; 1) the submission of all documentation to the building official, 2) all costs of engineering, documentation, samples, mock-ups or any other costs that may be incurred in securing the building officials approval for the use of the product(s) in this project.**
 - The bidder will be given a minimum of twenty-one (21) days, and no more than sixty (60) days from the date of Notice of Intent to Award to secure approval of all products from the Building Official. The amount of time allowed by the Construction Manager to the Bidder will be based on the impact that the products approval has to the overall project schedule.



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- If the Bidder has not received approval of their products within the established time frame, then the Bidder will be granted the opportunity to execute a trade contract at his bid price for the work based on furnishing products which have been approved by the Florida Building Commission. If the Bidder elects not to execute an agreement based on approved products, then the Construction Manager shall consider the bidder non-responsive and contract with the next lowest Bidder.
- 32.4 The bidder acknowledges their responsibilities established in paragraph 32.3 above, whether or not the products are the specified product(s), an approved substitution, or a proposed substitution. **The listing of the product in the technical specifications does not imply that the product is approved by the Florida Building Commission.**
- 32.5 Approval of products by the Florida Building Commission does not relieve the Trade Contractors' responsibility from providing materials which conform to all of the contract requirements of the technical specifications. All products must both meet the requirements of the technical documents and be approved by the Florida Building Commission.
- 32.6 Information about the Statewide Product Approval can be obtained at www.floridabuilding.org

33.0 Sales Tax Savings Program

- 33.1 In so much as the project Owner may be exempt from sales tax, and in an effort to utilize this exemption to the Owner's benefit for the construction of this project, certain material components may be deducted from the scope of Work **after** the award of this trade contract. The amount deducted will be equal to the cost of the material deducted, plus the applicable sales tax. The sole purpose of this program is so that Owner may recognize the savings associated with its sales tax exemption. Through submission of a bid, the Bidder acknowledges this program and commits to participation therein to the following extent.
- 33.2 The Trade Contractor to whom this Package is awarded agrees to cooperate with the Construction Manager and Owner in the execution of this program through:
 - .1 Identifying the possible material purchases that can be included in this program.
 - .2 Providing cost data for material components identified by the Construction Manager.
 - .3 Assume responsibility for defining the scope, quantities and value of purchase orders required for the purchase of material. Purchase Orders shall be written by The Owner directly to the Vendors.
 - .4 Accept deductive change orders equal to the cost of the material, plus the applicable sales tax that applies to the material deducted.
 - .5 Manage and coordinate material deliveries, submittals, delivery scheduling, material handling, storage, installation, placement, protection, etc. including any conflicts between same that may arise. This shall include the resolution of delivery shortages or damage to materials. **The separation of material purchasing does not eliminate or transfer the Trade Contractors responsibility to provide the complete scope of Work as required by this Bid Package.**
 - .6 Assume full responsibility for any shortage of material required to complete the Work, which was not included in the quantity of material deducted from the Trade Contract Agreement. Specifically, the Trade Contractor shall establish the quantity of material deducted from the Trade Contract. If additional material is required to complete the Work, it shall be provided by the Trade Contractor, without additional consideration.
- 33.3 For projects located in the State of Florida, this program shall conform with Florida State Sec. 212.08(6), effective January 2, 2011.



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SECTION FOUR - GENERAL CONDITIONS OF CONTRACT

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- 1.0 General:** These General Conditions establish the provisions pertaining to the administration of the Construction Manager/Trade Contractor Agreement, procedural matters, conduct of the work, work to be provided, temporary construction requirements, limitations and restrictions affecting the Trade Contractor's performance and activities.
- 2.0** **not used.*
- 3.0 Division of Work**
- 3.1 The Project is to be constructed under a multiple contract (bid package) arrangement utilizing multiple trade contracts to perform the various portions of the Work of the Project. Where items of material, equipment and labor are referred to in the singular, such item or items shall be provided in the number necessary for the proper completion of the facility.
- 3.2 The Work to be performed by each separate Trade Contractor shall be as specifically defined in the Proposal Form under "Scope of Work" for each Bid Package.
- 3.3 The scope of work for each Trade Contract (Bid Package):
- a) Shall include all labor, material, equipment, and services required to fulfill the Trade Contractors complete contractual obligations.
 - b) Require work to be performed which is covered under more than one (1) Section of the Specifications and/or;
 - c) Require the performance of one or more items of work which are only a part of the Work covered by a Section of the Specifications. Where the Scope of Work of any Trade Contract (Bid Package) requires the performance of an item of work, said item of work shall be performed in full accordance with the requirements of the applicable Sections of the Specifications, or the applicable "PARTS" thereof.
- 4.0 Trade Contracts:** The Construction Manager shall execute all construction contracts with the Trade Contractors. The Owner is not a party to the Trade Contracts. All references to the "Contractor" in the Contract Documents shall be construed to mean "Trade Contractor".
- 5.0 Value Engineering and Constructability Recommendations:** The Trade Contractor, after a complete review of the Drawings and Specifications and upon understanding the intent of the Architect/Engineer and the Owner, shall, when requested by the Construction Manager, provide recommendations on construction feasibility, availability of material and labor and scheduling. The Trade Contractor shall discuss such cost saving and best value recommendations with the Construction Manager and if requested by the Construction Manager, will explain his cost saving and best value recommendations to the Architect /Engineer and/or the Owner.
- 6.0 Contract Documents and Order of Precedence**
- 6.1 The Contract Documents are complementary. Before starting each scope of work, the Trade Contractor shall carefully study and compare the various Drawings, Specifications, Contract Documents, as well as information furnished by the Construction Manager. In addition, the Trade Contractor shall take field measurements of any existing conditions relative to that scope of the work. Any errors, inconsistencies or omissions discovered during this review shall be reported promptly to the Construction Manager.
- 6.2 In the event of any conflict or discrepancy in the provisions of the Contract Documents, the Documents shall be interpreted on the basis of the following order or priority:
- .1 Contract Adjustments to the Agreement between the Trade Contractor and Construction Manager
 - .2 Agreement between Trade Contractor and Construction Manager
 - .3 Bid Package Supplements (Including Proposal Form)
 - .4 Conditions of Contract
 - .5 Specifications and Drawings
- 6.3 In drawings, large scale details shall govern small scale drawings. In case of conflicts between drawings and specifications, the



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Construction Manager may interpret the Documents so as to secure the most substantial and comprehensive performance of the Work, consistent with the intent and requirements of the Contract Documents, and such Work shall be performed by the Trade Contractor at no additional cost.

7.0 Abbreviations and General Definitions

7.1 Abbreviations

7.1.1 The language of the Specifications, and elsewhere in the Contract Documents, is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted.

7.1.2 Actual work abbreviations of a self-explanatory nature have been included in the Specifications and Drawings. They are generally summarized on the Drawings. Interpretations of such abbreviations by the Architect/Engineer shall govern the Work.

7.1.3 Singular words will be interpreted as plural and plural words will be interpreted as singular wherever applicable and the full context of the requirements so indicates. "All" is implied throughout whenever a question may arise as to quantity.

7.2 General Definitions

7.2.1 "Bidding Documents" are graphic or written instruments issued by the Construction Manager prior to the receipt of bids which set the parameters and describe the Scope of Work for each Bid Package.

Bid documents include, but are not limited to the following:

- a) Conditions of Contract between Construction Manager & Trade Contractor, including:
 - Instructions to Bidders
 - General Conditions of the Contract
 - Agreement Between Construction Manager and Trade Contractor
- b) Bid Package Supplements issued by the Construction Manager
- c) Proposal Form
- d) Technical Specifications
- e) Project Plans

7.2.2 "Contract Documents" consist of the executed Agreement between the Construction Manager and the Trade Contractor, which includes by specific reference the Bidding Documents, and any, and all, subsequent Contract Amendments.

7.2.2.1 The Contract Documents establish the entire and integrated agreement between the Construction Manager and Trade Contractor and supersedes prior negotiations, representation or agreements, either written or oral. The Contract may be amended or modified only by a written change order issued by the Construction Manager.

7.2.3 The below listed definitions (arranged alphabetically), shall not alleviate the Bidders' requirement to address all conflicts of interpretation in the Bidding Documents and bring same to the attention of the Construction Manager PRIOR TO BID OPENING for clarification and resolution.

- a. "Addenda": written or graphic instrument issued by the Architect/Engineer through the Construction Manager prior to the receipt of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- b. "Alternate": an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- c. "As approved": where used in conjunction with the Construction Manager's or the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Trade Contractor, the meaning of the term "approved" shall not exceed the limitations of the Construction Manager's or the Architect's responsibilities and duties as established in Conditions of the Contract. In no case shall approval by the Construction Manager or the Architect be interpreted as a release of the Trade Contractor from responsibilities to fulfill the requirements of the Contract Documents. Approval, where required for an item, shall be obtained from the Construction Manager, or from the Architect through the



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Construction Manager, in writing.

- d. "At no additional cost": shall mean at no additional cost to the Owner; to the Architect; and/or to the Construction Manager.
- e. "Base Bid": sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids as selected by the Construction Manager.
- f. "Bid": complete and properly signed Proposal Form to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- g. "Bidder": an entity who submits a Bid.
- h. "Directed, Required, Accepted, Permitted, etc.": Where not otherwise explained, terms such as these, mean directed by the Construction Manager, or by the Owner or the Architect through the Construction Manager. However, no such implied meaning will be interpreted to extend the Architect's or Construction Manager's responsibility into the Trade Contractor's responsibility for construction supervision.
- i. "Drawings": The graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including, plans, elevations, sections, details, schedules, and diagrams.
- j. "Exposed": shall mean any item or surface, exterior, or interior, which can be seen by a person outside the building, or seen by a person inside any usable space within the building during normal activity. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them. The interiors of closets and alcoves shall be considered exposed surfaces and shall be finished to match the finish of the adjoining room or space, unless another finish is shown. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required. Spaces which are not normally occupied or used by occupants or building staff, such as shafts, hoist ways, tunnels, ceiling plenums, attics and crawl spaces shall be considered "concealed" spaces, unless finishes are shown or specified for their surfaces.
- k. "Furnish": procure and deliver, complete, with all related accessories.
- l. "Including, such as, etc.": These terms shall always be taken in the most inclusive sense, namely, "including, but not limited to" and "such as, but not limited to."
- m. "Indicated": a cross reference to details, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar means of recording requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled" and "specified" are used instead of "indicated," it is for the purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted.
- n. "Install": unload, relocate, construct, erect, mount and connect complete and ready for safe and regular operation of a particular item of work.
- o. "Option": shall mean a choice from among the specified products or procedures which shall be made by the Trade Contractor. The choice is not "whether" the work is to be performed, but "which" product or "which" procedure is to be used. The product or procedure chosen by the Trade Contractor shall be provided at no increase in the cost to the Construction Manager and with no lessening of the Trade Contractor's responsibility for its performance. All or any options selected or proposed are still subject to all requirements for submittals and for approval of same.
- p. "Product": materials, equipment and systems.
- q. "Provide": furnish, install and connect complete and ready for safe and regular operation of a particular item of work.



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- r. "Schedule", (including "Project Schedule") is the Construction Manager's plan, including all updates thereto, developed using the Critical Path Method (CPM), to complete the project in alignment with the overall commitment to the Owner. It outlines the primary construction sequence and key activities necessary for project completion but does not encompass every activity. Activities not explicitly detailed, or activities summarized must be completed to meet the overall schedule requirements. The Project Schedule, including all updates, is maintained by the Construction Manager and provided to the Trade Contractor in PDF format only. Native format files of the original Project Schedule or its updates are not provided.
- s. "Schedule Updates", The Construction Manager may, at its sole discretion, revise, expand, or modify the Project Schedule to meet project requirements and ensure timely completion. Updates may include tracking activity progress, making adjustments to the sequence, adding or removing activity relationships, incorporating additional activities for greater detail, or utilizing activity float. Schedule Updates will be provided to the Trade Contractor in PDF format. The Construction Manager does not provide native format files of the original Project Schedule or its updates.
- t. "Suitable," "reasonable," "proper," "correct" and "necessary": terms such as these shall mean as for the purpose intended as required by the Contract Documents, subject to the judgment of the Architect and the Construction Manager.
- u. "Supplements": graphic or written instruments issued by the Construction Manager, prior to the receipt of Bids, which modify or interpret the Bidding Documents and addenda by additions, deletions, clarifications or corrections.
- v. "Testing Laboratory": an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report and interpret the results of those inspections or tests.
- w. "Tier Contractor": an entity who submits a bid to a Bidder (Trade Contractor) for materials or labor for a portion of the Work.
- x. "Trade Contractor": an entity who submits a Bid to the Construction Manager and subsequently enters into a Contract with the Construction Manager.
- y. "Unit Price": an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents.

7.2.4 Reference to Architect/Engineer throughout the Contract Documents means Architect.

8.0 Standard Trade Abbreviations: All publications referred to for the establishment of material or construction standards shall include the latest revisions in effect on the date of the Contract Specifications.

9.0 Trade Contractor Communications: All Trade Contractor communications in any form; correspondence, inquiries, submittals, request for change proposals, telephone calls, etc. relating to work of this Project shall be directed to the Construction Manager.

10.0 Insurance: REFER TO SECTION FIVE OF THESE CONDITIONS OF CONTRACT FOR DETAILS REGARDING THE INSURANCE REQUIREMENTS FOR THIS PROJECT.

11.0 Key Personal List

11.1 Immediately after the contract is awarded, the Trade Contractor shall report, in writing, to the Construction Manager, the name and title of the authorized full-time onsite representative of the Trade Contractor responsible for project management and field operations.

11.2 The Trade Contractor shall provide, in writing, and maintain in current status, a list of all key personnel on the project and the company principal to whom the Trade Contractor's representative reports. The list shall include:



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Personnel Names and Titles
Mailing (and shipping) Addresses
Mobile Phone Numbers
Emergency Telephone Numbers
E-mail addresses

11.3 A duly authorized representative of the Trade Contractor shall be available for emergency telephone communication from the Construction Manager on a 24-hour basis, seven days a week, commencing with the effective date of the Notice to Proceed through final completion of the Trade Contractor's work.

12.0 Labor Relations

12.1 It is the Trade Contractor's responsibility to maintain satisfactory labor relations with his employees. The Trade Contractor shall ensure that all labor employed by him, his subcontractors, his sub-subcontractors, his agents, or any person for whom the work is assigned, shall be in harmony with, and be compatible with, all other personnel on the project utilized by the Construction Manager or other Trade Contractors. The Construction Manager shall not participate in labor relations matters unless disputes develop that interfere with the proper and timely performance of the Work.

12.2 Whenever the Trade Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work of this Contract, the Trade Contractor shall immediately give notice thereof to the Construction Manager. The Trade Contractor shall then confirm the notice, in writing, within 24 hours of the giving thereof and shall include all relevant information with respect thereto. No claims will be accepted for costs incurred as a result of jurisdictional or labor practices disputes.

12.3 It is expressly agreed that the existence of non-violent picketing at the site of the Work shall not be deemed an excuse for any delays in performance or non-performance of the Work by the Trade Contractor.

12.4 The Trade Contractor shall include the substance of Section 12.0 Labor Relations in any Trade Contractor-Trade Subcontractor agreement, except that such agreement shall provide that the Trade Subcontractor shall immediately notify the Construction Manager in the event that an actual or threatened labor dispute threatens to delay the timely performance of the Work.

12.5 The Trade Contractor shall observe hours and conditions of labor directed by the Construction Manager, and in any event, shall be in compliance with all applicable laws, ordinances, and regulations.

13.0 Equal Employment Opportunity: The Trade Contractor shall comply with all Federal, State and local laws and regulations regarding equal employment opportunities. He shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Trade Contractor shall ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

14.0 Ceremonies: Subject to mutually satisfactory arrangements between the parties to the Contract, the Owner may enter the premises during the term of the Contract to conduct ceremonies, such as ground-breaking and to occupy, temporarily, such portions of the premises as may be necessary.

15.0 Photographs

15.1 The Construction Manager shall arrange and designate locations for the taking of project progress photographs on a regularly scheduled basis and all Trade Contractors shall provide access to the Work as required.

15.2 The Trade Contractor shall provide a photographic record to the Construction Manager of the following:

- All underground utilities installed as a part of this project.
- All utilities conflicts, either existing or new, which cross open excavations
- A digital recording of All Owner Training sessions will be provided as a component of the project close-out requirements.

16.0 Controlled Substances: Possession or consumption of alcoholic beverages or controlled drugs on the project site, or other illegal behavior by any person on site is strictly prohibited. Violators will be promptly discharged from the site.



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17.0 Progress Payments

- 17.1 The Construction Manager will pay the Trade Contractor the contract price as agreed. The Construction Manager will make progress payments, monthly, for the performance of all work in place as required by the Contract, plus the value of contract amendments duly approved, as the Work proceeds. In making such progress payments, there shall be retained, a retained percentage as established in the Trade Agreement. The Construction Manager may increase the retained percentage for unsatisfactory work and/or performance.
- 17.2 **Prior to the execution of the Contract Agreement**, the Trade Contractor shall furnish a Schedule of Values of the total contract price showing the amount included therein for each principal item of work, including quantities, if required, and in such detail as requested by the Construction Manager, to provide a basis for determining value of progress payments. The Trade Contractor's overhead and profit shall be pro-rated throughout the life of the Contract. The schedule of values submitted by the Trade Contractor will only be used as a basis for billing when and only when approved in writing by the Construction Manager.
- 17.2.1 Preparation of the Schedule of Values
- a) If the SOV includes a value for mobilization, it shall also include an equivalent value for demobilization.
 - b) If the SOV includes a value for submittals, it shall also include an equivalent value for close-out documents.
 - c) The schedule of values will include an amount equal to 3% of the contract amount for punchlist.
 - d) Plumbing, Fire Protection, Mechanical, Electrical and Communication Trades will include 3% of the contract amount for Commissioning resolution.
- 17.3 The Construction Manager will require the Trade Contractor to submit, after the first Progress Payment has been made and, thereafter, with each monthly requisition for payment, waivers and release of liens for material and labor furnished.
- 17.3.1 The following reports will be submitted with each payment application by the Trade Contractor. The complete submission of this documentation is required prior to processing of the Trade Contractors payment application by the Construction Manager: (Refer to Section Seven)
- a. Submittal Schedule (Updated to current monthly status)
 - b. Schedule Status Report (Updated to current monthly status)
 - c. Material Status Report (Updated to current monthly status)
 - d. Stored Material Accounting, (*required if billing for stored material)
- 17.4 The Trade Contractor shall certify monthly that he has made payments due his subcontractors and suppliers from proceeds of prior payments, and that he will make timely payments from the proceeds of the progress payment due his subcontractors and suppliers in accordance with contractual arrangements with them.
- 17.5 In order that the Construction Manager may file application for payment from the Owner, each Trade Contractor shall deliver one (1) copy of his application for payment to the Construction Manager. The application shall be in the format specified by the Construction Manager for all work completed and work anticipated to be completed. **FOR THIS PROJECT, APPLICATIONS FOR PAYMENT SHALL BE SUBMITTED NO LATER THAN THE 20th OF EACH MONTH.** Payment will be made from the original Application for Payment forms only.
- 17.5.1 The Trade Contractor's payment applications are subject to review and approval by the Construction Manager. This process includes obtaining acceptance from the Architect, their consultants, and the Owner. The Construction Manager will notify the Trade Contractor if the submitted application is not approved and will specify the modifications required for acceptance. The Trade Contractor must revise and resubmit the application within 48 hours, adhering to the review comments. It is the sole responsibility of the Trade Contractor to ensure timely revision and resubmission. The Construction Manager will not delay the submission of the overall project billing due to the Trade Contractor's revisions.
- 17.6 Materials, equipment and associated components that are in compliance with the approved submittals and will be incorporated into the structure, will be taken into consideration in computing progress payments, provided the material is delivered on the project site, or is delivered to the Trade Contractor and the material is properly stored in a warehouse, storage yard or similar suitable place as may be approved by the Construction Manager. The Trade Contractor shall remain responsible for all such stored materials and maintain insurance on all materials stored on site.



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17.7 Payment for materials, equipment and associated components stored on-site shall be 100% of a valid invoice less standard retainage, indicating the unit quantity, description of the material or equipment and cost.

18.0 Final Payment

18.1 Before submitting request for final payment, the Trade Contractor shall provide the Construction Manager the bonds and written warranties and guarantees required for the specified particular items of work.

18.2 Application for final payment shall be accompanied by the following documentation, (current published edition of form):

- a) A properly executed "Consent of Surety Company to Final Payment," AIA Document G707,
- b) A properly executed Release or Waivers of Lien on AIA Document, Form G706,
- c) "Contractor's Affidavit of Payment of Debts and Claims"
- d) Form G706A "Contractor's Affidavit of Release of Liens"
- e) Assignment of Antitrust Form
- f) Certification of Punch List Completion
- g) All warranties and guarantees

18.3 Final payment will be made in accordance with the Agreement after final satisfactory completion of the work as determined by the Construction Manager, Architect and Owner.

The Construction Manager will withhold payment to the Trade Contractor in the amounts set forth in any Notices of Claim of Lien filed by any Trade Contractors or other persons with whom he has a contract until the circumstances giving rise to the Notice of Claim of Lien have been resolved to the satisfaction of the Owner and Construction Manager.

19.0 Accounting Records: Each Trade Contractor shall check all materials, equipment and labor entering into the Work, and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The system of accounts shall be satisfactory to the Construction Manager and the Owner. The Construction Manager shall be afforded access to all the Trade Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Trade Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

20.0 Warranties/Guarantees/Spare Parts

20.1 Each Trade Contractor shall, **forty-five (45) calendar days before Substantial Completion**, furnish a list of all warranties, guarantees, spare parts and attic stock applicable to this individual contract. All guarantees and warranties shall be in writing on guarantors / warrantor's stationery or official forms and signed by a responsible company official. **Four (4)** original copies of the guarantees, warranties, certificates, etc., as required by the Contract Documents, shall be submitted in full force and effect to the Construction Manager by the Trade Contractor. The Construction Manager shall forward the guarantees and warranties to the Owner.

20.2 Defects within the warranty period shall be immediately remedied. Notification by Owner of defects shall stop the warranty time period. The guarantee or warranty period for that replaced or restored work shall be reinstated for the remaining time period, starting on the date of acceptance of the replaced or restored work.

20.3 The Owner will declare beneficial occupancy for that portion or area of work to which guarantees or warranties apply. Exceptions may be made at Owner's discretion, for those systems which, by mutual agreement of Owner and Construction Manager, remain in a punch list status. Exceptions granted shall not represent warranty/guarantee periods on such items. **Warranty periods shall not commence until the Owner:**

- a) Accepts the Work on the system/equipment for beneficial occupancy, and
- b) Is in possession of all the specified guarantee/warranty documentation, and
- c) Has received the specified training for the operation and maintenance of the system/equipment.

20.3.1 **Early use of equipment shall not abrogate the warranty period.**



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20.4 Each Trade Contractor shall document on a turnover form provided by the Construction Manager, the turnover of spare stock of materials, spare parts, accessories and special tools to the Owner through the Construction Manager.

21.0 Changes in the Work

21.1 All modifications to the scope of the Trade Agreement shall be implemented by a written change order prepared by the Construction Manager and signed by both the Construction Manager and the Trade Contractor. All change orders will clearly define the change in the work, the adjustment to the contract sum, and the adjustment in the contract time.

.1 The executed change order will be the full and complete settlement to the Trade Contract Agreement for the incorporation of the modification to the scope of work. Subsequent to the execution of any change order, the Trade Contractor is not entitled to additional compensation for unforeseen changes in the work, changes to the sequence of work, rework, disruption, ripple effect, loss of efficiency, or other claimed impacts, either directly or indirectly related to the incorporation of the modification of scope of the change order. By entering into the Contract Agreement with the Construction Manager, the Trade Contractor fully acknowledges this contractual condition, and that this contractual condition supersedes any statements included in the change order proposals, or correspondence by the Trade Contractor.

.2 The Trade Contractor shall not proceed with any change in the Work unless directed, in writing, by the Construction Manager.

21.2 The Trade Contractor shall respond to the Construction Manager's request for a proposal within ten (10) calendar days. In his proposal, the Trade Contractor shall furnish to the Construction Manager an itemized breakdown of the quantities and prices used in computing the value of changes that might be ordered. The Trade Contractor shall submit with his proposal, his request for time extension (if any). If time for completion of the Trade Contractor's work is not affected by the change, the Trade Contractor shall so state.

21.3 In figuring changes, instructions for measurements of quantities set forth in the specifications shall be followed.

21.4 The amount to be paid by the Construction Manager for changes in the work, in change orders issued to any Trade Contract Agreement, shall be made on the basis of one of the following methods:

- a) By mutual acceptance of a lump sum agreed upon by the Construction Manager and the Trade Contractor, or
- b) By unit prices stated in the Contract Documents or if the quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that the application of such unit prices to the quantities of work proposed will cause substantial inequity to the Construction Manager, the applicable unit prices shall be equitably adjusted.
- c) If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by actual net cost in money to the Trade Contractor of materials and labor, plus compensation for overhead and for profit. The Trade Contractor shall keep and present in such form as the Construction Manager may prescribe, an itemized accounting, together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery, cost of labor, including Social Security, old age and unemployment insurance and fringe benefits required by agreement or custom, Workers' Compensation insurance, bond premiums, rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of costs, payments on account shall be made as determined by the Construction Manager. The amount of credit to be allowed by the Trade Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by the Construction Manager. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

21.5 If none of the above methods set forth in Article 21.4 is agreed upon, the Trade Contractor, provided he receives a written Construction Change Directive signed by the Construction Manager, shall promptly proceed with the work involved and the cost of the work will be resolved in accordance with the procedures established in Article 22.



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21.6 The actual cost of Changes in the Work may include all items of labor or material, power tools and equipment actually used, pro rata charges for foremen and all payroll charges such as Public Liability and Workmen's Compensation Insurance. Field overhead will not be considered as part of actual Net Cost for work performed by a Trade Contractor. The Trade Subcontractor shall be allowed to add only the agreed upon percentages established herein, for Overhead and profit. **No percentage for overhead, profit and commission shall be allowed on items of Social Security, Unemployment Tax and Sales Tax.** If deductions are ordered, the credit shall be the net cost. Items considered as overhead shall include insurance other than that mentioned above, bond or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens and general office expenses. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the changed work (other than those covered by unit prices set forth in the Contract Documents) but in no case shall exceed the following:

Overhead & Profit (Combined Multiplier)

To Trade Contractor on work performed by other than his own forces	7.5%
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To Trade Contractor and/or the Trade Subcontractors for that portion of the Work performed with their respective forces	15%
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21.7 Not more than three percentages, not to exceed the maximum Percentages shown above, will be allowed, regardless of the number of their Trade Subcontractors; i.e., the markup on work subcontracted by a Trade Subcontractor will be limited to one overhead percentage and one profit percentage in addition to the Trade Contractor's commission percentage.

21.8 In considering a proposal, the Construction Manager shall make check estimates in detail to arrive at an equitable adjustment to the Contract.

21.9 In unusual cases where neither the Trade Contractor nor the Construction Manager can ascertain the full extent of the work which will be required pursuant to a change until the work involved therein has been substantially completed, a "Construction Change Directive" shall be issued by the Construction Manager and the final agreement on a proposal shall be effected no later than the time when the work involved is estimated by the Construction Manager to be 50% complete. In the event that final agreement cannot be reached by that time, the Construction Manager shall issue a unilateral determination as to the equitable adjustment of the contract price and the time required for performance of the Contract.

21.10 On proposals covering both increases and decreases in the amount of the Contract, overhead, profit and commission will be allowed on the net increase only, determined as above. When the net difference is a deletion, no percentage for overhead, profit and commission will be allowed.

22.0 Construction Change Directive

22.1 A "Construction Change Directive" may be issued by the Construction Manager if:

- .1 The necessity to proceed with a change does not allow sufficient time to properly check a proposal, or
- .2 The Construction Manager and Trade Contractor fail to reach an agreement on a proposal,

22.2 A "Construction Change Directive" is a written instrument, issued by the Construction Manager, directing the Trade Contractor to proceed with the performance of the work and establishing the means for determining the cost based on one or more of the following:

- .1 The cost of the work shall be established based on a mutual acceptance of a lump sum, supported by sufficient substantiating data, or
- .2 The cost of the work shall be determined based upon a not-to-exceed amount based on unit costs established in the contract, or



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- .3 The cost of the work shall be determined as defined in 7.3.6 of the “General Conditions of the Contract for Construction”.
- .4 The cost of the work shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with Article 21.

22.3 In all cases where the cost of the work is established in accordance with Article 22.2.2, 22.2.3, and 22.2.4, the Trade Contractor shall keep and present in such form as the Construction Manager may prescribe, an itemized accounting, together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery, cost of labor, including Social Security, unemployment insurance, Workers' Compensation insurance, bond premiums, rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of costs, payments on account shall be made as determined by the Construction Manager. The amount of credit to be allowed by the Trade Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by the Construction Manager. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

22.5 The Trade Contractor agrees to immediately proceed in accordance with the Construction Change Directive and advise the Construction Manager in writing of the Trade Contractor’s agreement or disagreement with the method for determining the proposed adjustment in contract sum and duration.

23.0 Contractor Disputes and Claim Resolution

23.1 A claim is a demand by one or more parties seeking, as a matter of right, an adjustment to the Contract Agreement, payment of money, extension of time, or other relief with respect to the terms of the Agreement.

23.2 Claims by either party shall be initiated in writing within (21) twenty-one days after occurrence of the event giving rise to such Claim or within (21) twenty-one days after the claimant first recognizes the conditions giving rise to the Claim, whichever is later.

.1 Claims for Additional Cost: If a contractor wishes to make a Claim for an increase in the Construct Sum, written notice must be given before proceeding to execute the work. Prior notice is not required for Claims relating to an emergency endangering life or property.

.2 If the Trade Contractor believes additional cost is involved for reasons listed below, then the Trade Contractor shall file notice in accordance with 23.2.

- (1) A written directive from the Construction Manager
- (2) A written interpretation from the Architect, issued through the Construction Manager
- (3) A written order by the Construction Manager to stop the work issued by the Construction Manager, where the Trade Contractor was not a fault.
- (4) Failure of payment by the Construction Manager
- (5) Termination of the Contract by the Construction Manager
- (6) Other reasonable grounds

.3 Claims for additional time must be filed with the Construction Manager in accordance with the provisions of 23.2. The Trade Contractor’s sole and exclusive remedy for any delay, hindrance or interference on the Project, or related to the Work, shall be an extension of Contract Time. The Trade Contractor waives any and all monetary damages for delay.

.4 If either party to the Contract suffers injury or damage to person or property because of the act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given within a reasonable time, not exceeding (21) twenty-one days of discovery. This notice shall provide sufficient detail to enable the other party to investigate the matter.



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- 23.3 The Trade Contractor is not entitled to additional consideration for any cost or delay incurred as a result of the Trade Contractor implementing or following a verbal or written directive from any party other than the Construction Manager. This shall include, but is not limited to, any verbal or written directive from the Project's Owner, Architect, Engineer, or inspectors, including any agent of same.
- 23.4 The responsibility to substantiate Claims shall rest with the party making the claim.
- 23.4 Pending the final resolution of a Claim, the Trade Contractor shall proceed diligently with the performance of the Contract and the Construction Manager shall continue to make payments in accordance with the Contract Agreement.
- 23.5 In the event that a Trade Contractor's Claim pertains in any way to the Contract Documents, concealed or Unknown Conditions (as defined in 23.6), or arise from any act or omission of the Owner or Design Professional, the Trade Contractor agrees to be bound to the Construction Manager to same extent that the Construction Manager is bound to the Owner pertaining to the resolution of said claim.:
- a) The Trade Contractor agrees to be bound by the claim established in the Contract Documents.
 - b) The Trade Contractor agrees to be bound to the final decision of the party, board, or court authorized by the Contract Documents or by law, whether or not the Trade Contractor is a party to such proceedings.
 - c) The Trade Contractor shall provide certification of all Claims when claim certification is required under the Owner / Construction Manager Agreement. The Construction Manager will not certify claims from Trade Contractors.
 - d) The Trade Contractor shall, subject to collection of funds from the Owner by the Construction Manager (which shall be a condition precedent to payment to the Trade Contractor), accept the amount recovered by the Construction Manager for an on the Trade Contractor's behalf as its sole and exclusive remedy for the Trade Contractors claim.
- 23.6 Concealed or Unknown Conditions are defined as conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated on the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognize as inherent in construction activities of the character provided for in the Contract Documents.
- 23.7 Claims between the Construction Manager and Trade Contractor, which do not fall under the provisions of 23.5 shall be resolved through the following Process:
- .1 Prior to any other means of resolution, the Trade Contractor and Construction Manager agree to meet at the office of the Construction Manager to negotiate an equitable settlement of claim.
 - .2 If the claim cannot be settled through the negotiations required by 23.7.1, the parties shall endeavor to resolve their Claim(s) by mediation, which unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Board currently in effect. Request for mediation shall be filed in writing with the other party and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fee equally and the mediation shall be held in the place where the project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any courts having jurisdiction thereof.
 - .3 If no agreement can be reached through mediation, then final resolution of the Claim must be made through litigation. Each party of this Contract Agreement agrees to bring any litigation against the other party in the jurisdiction where the project is located.
- 23.8 The Trade Contractor and Construction Manager waives any and all Claims against each other for consequential damages arising out of or relating to this Contract, including the termination of the Agreement in accordance with Conditions of this Contract. This mutual waiver includes: damages incurred by either party for principal office expenses, including compensation for personnel stationed there, for losses of financing, business and reputation, and for loss profit except profit arising directly from the work.



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24.0 Safety

24.1 The Trade Contractor shall comply with the provisions of the "Construction Safety Act" and the Occupational Safety Health Act of 1970," and the Construction Manager's safety program. As well as all other applicable Federal, State and local requirements. The Trade Contractor shall submit his:

- a) Written Safety Program
- b) Hazardous Communication Program
- c) Material Data Sheets (for all products anticipated to be used in conjunction with the execution of the work of this contract.)
- d) Job Specific Fall Protection Plan
- e) Job Specific Hazardous Analyses
- f) List of Competent Person(s)
- g) Crane and Equipment Operator certifications (prior to equipment utilization on site)

to the Construction Manager prior to executing the Construction Manager Trade Contractor Agreement, and shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage or injury which might result from failure or improper construction, maintenance or operation. **The Trade Contractor shall provide a safety report and minutes from his onsite safety meetings to the Construction Manager's Superintendent on a weekly basis.**

24.2 The Construction Manager shall periodically inspect the entire construction area of the Trade Contractor's responsibility. A report shall be sent to the Trade Contractor itemizing the following items:

- a) Safety deficiencies noted as related to his operations.
- b) Corrective actions to be taken.

24.3 During the conduct of the Work, the Trade Contractor shall take immediate corrective action, as required, upon receipt of the report mentioned in 24.2 above. The Trade Contractor shall provide to the Construction Manager written documentation within 72 hours what corrective action has been taken and what is being done to prevent re-occurrence. **FAILURE TO CORRECT ANY SAFETY VIOLATIONS NOTED IN THE REPORT MENTIONED IN 24.2 ABOVE, SHALL CONSTITUTE A NONPERFORMANCE OF THE WORK, AND THE CONSTRUCTION MANAGER SHALL WITHHOLD ALL PROGRESS PAYMENTS UNTIL SUCH TIME AS THE SAFETY VIOLATIONS HAVE BEEN CORRECTED.** The Trade Contractor shall immediately notify the Construction Manager of all accidents and submit a written report describing, in detail, the circumstances of all accidents within twenty-four (24) hours after occurrence.

24.4 The Trade Contractor shall delegate a Safety Representative who shall be responsible to maintain all safety requirements of the Trade Contractor and shall attend all project safety meetings scheduled by the Construction Manager, generally on a monthly basis.

24.5 The Trade Contractor shall advise the Construction Manager, in writing, by provided products Material Data Sheets, of all flammable or toxic materials which the Trade Contractor plans to store and use on site.

24.6 Every employee will be dressed for the work he performs. Minimum dress will consist of long pants, tee shirt and work shoes. No athletic or athletic appearing shoes shall be worn on any work site.

24.6.1 Each Trade Contractor shall ensure that every employee is provided with proper personal protective equipment (PPE) to include, but not limited to, a hardhat, safety glasses, and a high visibility vest or shirt. The Trade Contractor shall also provide for all employees, fall protection equipment, respiratory equipment, gloves, face shields, or any other personal protective equipment required by the Safety Program or OSHA standard for the specific work environment. Each Trade Contractor shall ensure that all PPE is periodically inspected and maintained in a clean and good working manner.

24.7 Each Trade Contractor shall, in a readily visible manner, identify all of his tools, equipment and similar material either by paint color or label. **Every Trade Contractor shall provide each of his employees with a hard hat bearing his first initial, last name and his company name. This information shall be clearly visible at all times.**

25.0 Barricades and Safety Lines and Railing



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- 25.1 Each Trade Contractor shall provide, erect, maintain, dismantle and remove all barricades, scaffolding, railings, toe-boards, ladders, flagging, covers and safety netting required to complete his work, in accordance with OSHA and all other applicable code requirements. At no time shall the Trade Contractor remove, alter or render ineffective, any barricades, railings or cover on the project without written permission of the Construction Manager. Where these safety devices are to be turned over to others, upon completion of the Work, the devices shall be repaired, or replaced so that they meet the required standards prior to turnover.
- 25.2 The Trade Contractor shall conduct his work so as to interfere as little as possible with pedestrian and vehicular traffic and he shall provide and maintain proper warnings and detour signs at all pedestrian and vehicular closures, intersections and along detours, directing traffic around closed portions of roadways. All barricades and obstructions shall be illuminated at night, and all lights shall be kept on from one-half hour before sunset until one-half hour after sunrise. All barricades, rails and cables are to remain until direction from the Construction Manager is given for removal.

26.0 Scaffolds, Access Equipment, Platforms and Rails

- 26.1 Each Trade Contractor shall be responsible for furnishing, installing, maintaining and removing on completion of the Work, all scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, chutes and other such facilities and equipment required for the safety of workmen and required for the execution of the Work.
 - .1 The Trade Contractor shall comply with all Federal and State codes, laws and regulations governing such construction aids. **THIS REQUIREMENT SHALL BE STRICTLY ENFORCED BY THE CONSTRUCTION MANAGER.**
 - .2 These materials may be new or used, but must be suitable for the intended purpose and must not violate requirements of applicable codes and standards.
 - .3 The Trade Contractor shall relocate such construction aids as required by the progress of construction, by storage or work requirements and to accommodate the legitimate requirements of the Owner or Construction Manager or other separate contractors employed at the site.
 - .4 The Trade Contractor shall completely remove temporary scaffolds, accesses, platforms and other such materials, facilities and equipment at the completion of the work or when construction needs can be met by the use of the permanent construction, provided the Construction Manager has approved and authorized such use. The Trade Contractor shall clean up and repair any damage caused by the installation or use of such temporary construction aids. The Trade Contractor shall restore any permanent facilities used for temporary purposes to their specified condition.
 - .5 Each Trade Contractor shall ensure that all scaffolds, lifting devices, platforms, railings, chutes, etc. are inspected at least daily by a competent person. The Trade Contractor competent person shall maintain a written record of these inspections.

27.0 Cranes, Hoists and Lifts

- 27.1 Each Trade Contractor shall be responsible for handling and transporting his materials and equipment to the location of need in a timely manner.
- 27.2 Any vertical lifting device a Trade Contractor plans to use will be implemented only after prior coordination and written approval of the Construction Manager. Each Trade Contractor shall be responsible for providing, maintaining and removing, on completion of the Work, all cranes, hoists, forklifts and other such facilities and equipment required to facilitate the execution of the Work.
- 27.3 The Trade Contractor shall comply with all Federal, State and local codes, laws and regulations governing the use of cranes, hoists and other such construction aids.
- 27.4 The Trade Contractor shall exercise the utmost caution and safety when conducting any hoisting operation.
- 27.5 The Trade Contractor shall notify the Construction Manager prior to proceeding with any major hoisting operation.



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28.0 Crane Safety

- 28.1 The Trade Contractor is responsible for the safety of craning operations. He shall submit a current Crane Inspection Certificate to the Construction Manager prior to starting hoisting operations that ensures that the machine is in excellent operating condition together with a written record of major repairs performed on the machine in the last three (3) years.
- 28.2 The Contractor will ensure the proper set up of the machine at every move including checking the bearing capacity of the ground, leveling the crane to within 1%, supporting it on adequate cribbing properly banded and bolted together with outriggers fully extended, and adequately barricading the swing radius.
- 28.3 The Contractor will ensure that the Crane Operator has at least three (3) years of experience operating the type and capacity of machine used on this Project. The Crane Operator shall have received adequate training in Crane Operation and Technology and hold current certification issued by a nationally recognized accrediting agency.
- 28.4 The Crane Operator shall be familiar with all applicable local, federal and industrial safety standards and posted load limitations and have the sole decision to refuse to handle a load if, in his opinion, unsafe conditions exist. At the start of each working day, the Crane Operator will perform a "sight, sound and operational" test on the machine for a minimum of fifteen (15) minutes in accordance with an Operational Check List acceptable to the Construction Manager. The completed Operator's Daily Check List shall be attached to the Contractor's Daily Report and submitted to the Construction Manager.

29.0 Project Schedule

- 29.1 The Construction Manager shall develop and maintain the project schedule, including all updates, which serve as the governing schedule for the project. Each Trade Contractor shall perform their work in accordance with this schedule and its updates, fully cooperating with and adhering to the Construction Manager's schedule.
- 29.2 **Trade Contractor Schedule:** To confirm the Trade Contractor's understanding of the project schedule requirements, the Trade Contractor shall submit within 14 days of award notification, a detailed preliminary critical path schedule aligned with the Construction Manager's schedule. The schedule must include all activities, dependencies, and critical predecessors necessary to complete the trade's work within the project timeline. The level of detail shall ensure:
 - a) Identification of major subcontract awards and material purchases.
 - b) Preparation and submission of shop drawings.
 - c) Construction activities, with no activity duration exceeding 14 days.
 - d) Testing, inspection, commissioning, and Owner acceptance.
 - e) Constraints from other Trade Contractors affecting the trade contractor schedule must be clearly identified and included.
- 29.3 **Trade Contractor Schedule Input:** The Trade Contractor is to submit, a narrative description of planned construction methods, equipment resource requirements, special utility requirements, special access provisions, and manpower levels and crew sizes to meet the project schedule.
- 29.4 The Construction Manager review of the Trade Contractor's schedule and narrative, as required by paragraphs 29.2 and 29.3, is solely for the purposes of initial schedule coordination between the trades. The Trade Contractor is solely responsible for providing all resources required to complete the work in accordance with the project schedule.
- 29.5 Not Used.
- 29.6 The Construction Manager's project schedule identifies trade responsibilities for each activity in the schedule. The Trade Contractor agrees to submit with his monthly requisition a Schedule Status report indicating the percentage of completion on each of their trade responsible activities, including documenting actual start and actual completion dates for each activity.
- 29.7 Not Used.
- 29.8 The Trade Contractor shall start the work upon Notice to Proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by the Contractor/Construction Manager.



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31.0 Overtime and Holiday Work: Any work necessary to be performed after regular working hours, on Saturdays, Sundays, or legal holidays in order to bring the Trade Contractor's work into conformance with the Construction Manager's Project Schedule due to delays for which the Trade Contractor is at fault, shall be performed by Trade Contractor at no additional cost to the Owner or Construction Manager. Any work necessary to be performed after regular working hours, on Saturdays, Sundays, or legal holidays in order to avoid interference with the Owner's activities shall be performed by the Trade Contractor and reimbursed as provided in the General Conditions unless otherwise noted.

32.0 Submittal Schedule

32.1 Within fourteen (14) days after notification of award, the Trade Contractor shall submit to the Construction Manager for review, a comprehensive schedule of submittals to include shop drawings, design mixes, samples, material certifications, and product data for his work. The Trade Contractor is to indicate the following in his submittal schedule:

- a) Description of item.
- b) Specification division, page numbers, article, and paragraphs.
- c) Type of submittal (shop drawing, sample, product data).
- d) Date that submittal will be delivered to the Construction Manager's on-site office.
- e) Date that the Trade Contractor must have approval.
- f) Date that material and equipment must be on site in order to maintain the Construction Manager's progress schedule.

32.2 The Trade Contractor's submittal schedule must conform to the Construction Manager's project schedule. If a specific activity is not provided in the Construction Manager's Schedule for a specific submittal, then the Trade Contractor's submittal schedule shall allow reasonable time (21 calendar days) for review by the Construction Manager and the Architect/Engineer, revision or correction, resubmittal, and acceptance, sufficiently in advance of the time that the item is scheduled for incorporation into the Work.

32.3 The Construction Manager shall review the Trade Contractor's submittal schedule for completeness, fulfillment of Specification requirements and compatibility with the anticipated project schedule. The sequence and duration of Trade Contractor, Architect, Construction Manager activities on the submittal schedule may be adjusted by the Construction Manager.

32.4 The Trade Contractor's application for payment will not be processed until the Trade Contractor's submittal schedule is received and approved by the Construction Manager.

33.0 Submittals

33.1 This Project will utilize a paperless submittal process; all submittals and shop drawings will be submitted electronically utilizing **Procore** Construction software.

33.2 Submittals will be submitted as complete packages, partial submittals that do not provide all the information required by the project specifications will be returned without review.

33.3 **Each Trade Contractor is required to thoroughly review and certify, by his approval, that his submittal is complete and correct and fulfills the specification requirements.**

33.4 **Submittal Timeliness:**

- a) The Trade Contractor is solely responsible for ensuring the timeliness of his submittal to meet the schedule requirements for the project. Allocation in submittal time should include an adequate time frame to address any resubmittal process as may be required and the time required for fabrication, shipping, etc.
- b) **ALL SUBMITTALS MUST BE SUBMITTED NO LATER THAN 90 DAYS AFTER NOTICE OF INTENT TO AWARD.**
- c) **ALL RESUBMITTALS MUST BE SUBMITTED WITHIN 14 DAYS OF NOTICE OF RESUBMITTAL REQUIREMENT.**

33.5 Shop Drawings: The Trade Contractor shall prepare and submit Shop Drawings as required by the Contract Documents governing his work. All Shop Drawings shall be complete submittals, and the Trade Contractor shall not reproduce the Contract Drawings for Shop Drawings.

33.6 Product Data: As required by the Contract Documents, the Trade Contractor shall submit product data, clearly marked up to identify the applicable data.



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- 33.7 Samples: The Trade Contractor shall submit to the Construction Manager three (3) required samples beyond his needs. Samples shall be properly tagged.
- 33.8 Certifications: The Trade Contractor shall submit required certifications on the Trade Contractor's letterhead stationery. Such certifications shall clearly identify the certified materials and shall state that the material and the intended installation methods, where applicable, are in compliance with the Contract Documents. The Trade Contractor shall attach manufacturer's affidavits where applicable.
- 33.9 Each Submittal shall be submitted with a Title Page to include the following information:

Project Name		
Construction Manager:		
Trade Contractor:		
Trade Contract #:		
Trade Contractor - subcontractor / Vendor:		

Submittal #		
Revision #:		
Date:		
Specification Section(s):		
Other:		

Table of Contents		
Drawings #	Rev #	Title

Clarifications Required			
#	Description	Reference	
		CDs	SDs

Approval Comments				
#	By	Description	Reference	
			CDs	SDs

- 33.10 Groups of drawings or documents are to be combined into one file, not submitted as individual files.
- 33.11 Submittal Review: All submittals submitted to the Architect/Engineer for his approval shall first be checked and reviewed by the Construction Manager, the prima-facie evidence of which shall be a "checked" stamp marked "Approved" or "Approved as Noted" on each copy of each shop drawing, placed thereon by the Construction Manager. Each drawing correctly submitted will be checked by the Architect/Engineer and marked by him in one of the following ways:
 - 1) "No Exception Taken"
 - 2) "Make Corrections as Noted"
 - 3) "Revise and Resubmit"
 - 4) "Rejected"
- 33.12 Submittal Revision and Resubmittal
 - 33.12.1 The Trade Contractor shall revise initial Shop Drawings, making changes and corrections, as directed by the Construction Manager and the Architect/Engineer, and shall resubmit as specified for the initial submittal.
 - 33.12.2 The Trade Contractor, when required, shall resubmit new product data and samples as specified for the initial submittal.
 - 33.12.3 **The Trade Contractor shall revise, correct and resubmit all submittals returned "revise and resubmit" or "rejected" within fourteen (14) calendar days, without exception.**
 - 33.13 Approved Submittals: Once a submittal is marked with #1 or #2 above by the Architect, the Construction Manager will retain a "marked up" print and return a copy of the "marked up" shop drawing to the Trade Contractor. Those submittals returned for resubmittal will be revised, accordingly, by the originator and resubmitted. Those submittals returned as "No Exceptions Taken" or "Make Corrections as Noted" will be electronically filed by the Construction Manager and forwarded for distribution. No Drawings shall be permitted for field use without "No Exceptions" or "Make Corrections as Noted" noted on the drawings.



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34.0 Daily Force and Activities Report

- 34.1 The Trade Contractor shall prepare and submit a daily report to the Construction Manager. This report shall contain as minimum information: the location and description of the Work being performed, coordination or schedule problems, discrepancies noted in the Plans and Specifications and requests for clarification of work orders and the Trade Contractor's man-count, by craft by subcontractor and by minority.
- 34.2 Each daily force and activity report must be submitted to the Construction Manager at the jobsite office by 9:00 AM on the next business day. Failure to provide these reports constitutes nonperformance, and the Construction Manager may withhold progress payments until all current reports are received.

35.0 Material Status Reports: The Trade Contractor shall submit a Material Status Report, no later than fourteen (14) calendar days after the Contract is awarded. The report shall include a complete list of suppliers, items to be purchased from them, the fabricator and/or manufacturer, time required and the promised delivery dates for each item. This report shall be updated monthly, and submitted to the Construction Manager in accordance with Article 18.3.1 of General Conditions.

36.0 Operating and Maintenance Instructions: Before completing the Work and prior to final payment, the Trade Contractor shall provide the Construction Manager with two complete sets of all information required for the operation, maintenance, and repair of equipment, including items specified in the Technical Specifications for the Contract. Additionally, when required by the Specifications, directed by the Construction Manager, or requested by the Owner, the Trade Contractor shall arrange for qualified personnel to demonstrate and instruct the Owner on the proper procedures for operating and maintaining all equipment.

37.0 As Built Drawings: Each Trade Contractor shall maintain on the project site one set of prints of the Contract Drawings as related to his work which shall be used for the sole purpose of keeping a complete record of all installation of work he actually performs. Each Trade Contractor shall keep a complete record of his own work and shall note deviations from the drawings as to construction, mechanical, electrical and plumbing work which relate to his work. All information shall be recorded in a neat, legible and accurate manner. All changes, revisions, additions, and variations made in the installation of work which differ from that required by the Contract Drawings must be noted and indicated. As a condition for monthly progress payments, these records shall be complete, up-dated and accessible at all times for review by the Construction Manager and A/E. As a prerequisite to final acceptance of the work, a digital copy must be submitted to the Construction Manager.

38.0 Manufacturers Specifications: The Trade Contractor shall install all materials and perform all work in the manner required by the material and manufacturer. Should the manufacturer's instructions and the project Specifications conflict, the Trade Contractor shall refer the conflict to the Construction Manager for resolution before proceeding with the Work. The Trade Contractor shall keep a copy of the manufacturer's requirements at the job site, including those prepared specifically for this project, if any. All references to the "Manufacturer's Recommendations, Manufacturer's Specifications" or "Manufacturer's Directions" shall refer to the referenced manufacturer's current published specifications or manual in effect on the date of the Contract Specifications, or as to change orders, on the date of the Change Order.

39.0 Field Engineering

- 39.1 Primary site control, which includes base lines and benchmark elevations, will be established by the Owner and/or Construction Manager.
- 39.2 The Trade Contractor shall maintain and preserve all construction stakes, monuments and other markers established by the Construction Manager or by other Trade Contractors until authorized to remove them. If, prior to their authorized removal, such marks are destroyed or disturbed by the Trade Contractor, he shall bear the cost of a licensed surveyor service engaged by the Construction Manager for the purpose of restoring or relocating such stakes, monuments or markers.
- 39.3 The Trade Contractor shall lay out his work from base lines and bench marks that have been established. Each Trade Contractor shall lay out his work and shall be responsible for the accuracy of all lines, elevations and measurements, grading, utilities and other work executed by him under his contract. He must exercise proper precaution to verify figures shown on drawings before



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laying out work and will be held responsible for any error resulting from his failure to exercise such precaution. The Trade Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, material and labor as may be required in laying out any part of the Work from the established base lines and bench marks.

- 39.4 The Construction Manager, at his discretion, may arrange to have the Trade Contractor's grades, measurements, or levels checked and verified by an independent licensed surveyor. If they are found to be outside of allowable tolerances, the Trade Contractor shall pay the cost of the checking or verification, as well as corrections required.

40.0 Standard of Quality

- 40.1 Standards of quality are established by description, by reference to trade names, manufacturers' names, or by catalog, model or figure numbers.
- 40.2 **Refer to Article 17 of the Instructions to Bidders for contractual provisions pertaining to "Product Substitutions"**
- 40.3 Approval of substitute materials offered shall not be a basis for contingent extra charges due to changes in other work or related work, such as roughing-in, which may result from the substitution. **Any Trade Contractor requesting approval of substitute materials will be solely responsible for any and all additional costs which may be incurred by other Trade Contractors resulting from the use of substitute materials.**

- 41.0 Certificates of Inspection and Permits:** The Trade Contractor shall obtain the necessary permits and certificates of inspection as required by the authorities having jurisdiction over the Work. A copy of all necessary permits and certificates of inspection shall be provided to the Construction Manager.

42.0 Temporary Closures

- 42.1 The Trade Contractor responsible for installing Temporary Envelope Closure will be established by the Project Bid Package Scope. This scope shall include installation, maintenance and removal of a temporary weather-tight closure for building envelope opening, as necessary, to provide weather protection for interior materials and to allow for effective temporary heating and cooling.
- 42.2 The Trade Contractor shall install such temporary closures as soon as is practical after the opening is constructed, or as directed by the Construction Manager.
- 42.3 Temporary closures shall be removable as necessary for the Work and for handling of materials.
- 42.4 Temporary closures shall be completely removed when construction needs can be met by the use of the permanent closures.
- 42.5 The Trade Contractor responsible for providing, maintaining and removing the temporary closure shall clean and shall repair any damage caused by the installation of such enclosure.
- 42.6 Each Trade Contractor shall remain responsible insuring that his work, material, equipment, supplies, tools, machinery and construction equipment are adequately protected from damage or theft and shall provide, maintain and remove such additional temporary closures as may be deemed necessary.

43.0 Temporary Electricity

- 43.1 The Construction Manager will pay the cost of utility USE charges for temporary electrical power furnished to the Trade Contractors during the construction period, for the performance of the work only.
- 43.2 The Trade Contractor responsible for installation of the permanent electrical system shall also furnish, install and maintain temporary electric power service for construction needs throughout the construction period and shall remove such service on completion of the Work.
- .1 Each building (separate structure) will be provided with its own temporary power service.



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- .2 The temporary power service to be provided to each building will be a minimum of 200amp service panel for building areas up to 10,000sf. An additional 100amps of service will be required every additional 10,000sf of building area, up to a maximum of 400amps of temporary service (per building).
- 43.2 110 Volt GFI Power centers for miscellaneous tools and equipment used in the Work will be provided by the Construction Manager, through the Electrical Trade Contractor. Each Trade Contractor shall be responsible for providing its employees with ground fault interrupters for extension cords in accordance with OSHA requirements.
- 43.3 Any Trade Contractor requiring service of capacity or characteristics other than that specified, in Paragraph 43.2, shall arrange and pay for the additional service. The Trade Contractor shall notify the Construction Manager and coordinate with the Electrical Trade Contractor when unusually heavy loads or service requirements are required. The cost of these connections and service shall be the responsibility of each Trade Contractor.
- 43.4 The Construction Manager will arrange for service as soon as reasonably possible, and will bring power service to the site limits of construction indicated on the Drawings.
- 43.5 The Electrical Trade Contractor shall furnish, install and maintain all equipment and wiring required to distribute the power.
- 43.6 The Electrical Trade Contractor shall comply with Specification Section, Electrical Basic Materials and Methods. Materials may be new or used, but must be adequate in capacity for required usage and must not violate the requirements of applicable codes and standards. Materials used for temporary service shall not be reused in the permanent system.
- 43.7 The Electrical Trade Contractor shall comply with all applicable requirements specified in Sections of Division 16 - Electrical when installing the temporary electric power service, shall maintain the system to provide continuous service and shall notify and extend the service as the progress of the work requires.
- 43.8 Wiring for temporary lighting shall be provided as required by Section 44.0 Temporary Lighting of the General Conditions.
- 43.9 Wiring for field offices and sheds shall be provided as required by Paragraph 55.1.1 of the General Conditions.
- 43.10 The Electrical Trade Contractor shall completely remove all temporary materials and equipment at Project Completion as directed by the Construction Manager.

44.0 Temporary Lighting

- 44.1 The Trade Contractor responsible for installation of the permanent electrical system shall also furnish, install and maintain temporary lighting, including replacement lamps, wiring and relocation as required to suit the conditions of the project in accordance with OSHA requirements for temporary construction lighting. The same Trade Contractor shall remove such temporary lighting on completion of the Work or at the direction of the Construction Manager.
- 44.2 Temporary artificial lighting shall be provided in enclosed work areas and all other work areas when natural lighting does not meet minimum requirements. Temporary artificial lighting in work areas shall produce minimum illumination of 30 foot - candles.
- 44.3 Any Trade Contractor requiring temporary lighting in addition to that specified, including lighting for security, temporary offices, storage, shops and other construction buildings, shall arrange and pay for such additional temporary lighting.
- 44.4 Power requirements and source will be coordinated with Section 43.0 Temporary Electricity of the General Conditions.
- 44.5 The Electrical Trade Contractor shall comply with the applicable requirements specified in Sections of Division 16 - Electrical. Materials may be new or used, but must be adequate for required usage and must not violate requirements of applicable codes and standards.
- 44.6 Receptacles, fixture and controls shall be standard products, bearing UL symbols.
- 44.7 The Electrical Trade Contractor shall comply with all applicable requirements specified in Sections of Division 16 - Electrical when installing the temporary lighting, shall locate fixtures to provide full illumination of required areas, shall maintain the system to



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provide continuous service and shall modify and extend the service as the progress of the Work requires.

45.0 Temporary Heating, Cooling, and Ventilating

45.1 Each Trade Contractor shall be responsible for providing, operating and maintaining temporary heating, cooling and ventilating as required to maintain adequate environmental conditions to facilitate the progress of his Work. This shall include any and all temporary provisions to establish the minimum conditions for the installation of materials and to protect materials and finishes from damage due to temperature or humidity until such time as the building is enclosed and the building HVAC is operating.

45.2 The Trade Contractor, subject to the approval and direction of the Construction Manager, shall:

- .1 Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity and to prevent hazardous accumulations of dust, fumes, vapors or gases.
- .2 If portable heaters are required, utilize only standard approved units complete with controls.
- .3 Ensure that all safety devices specified for operation of equipment are functioning properly.
- .4 Pay all costs of providing, operating, maintaining and removing such temporary heating, cooling and ventilating equipment as may be required.

45.3 The use of temporary electric heaters is forbidden unless approved by Construction Manager prior to installation.

46.0 Temporary Telephone Service and Jobsite Communications: The Construction Manager will have telephone service at his project field office for the exclusive use of his personnel. The Construction Manager will not act as an answering service for Trade Contractors and Trade Contractors' personnel, and Trade Contractors' employees will not be permitted to utilize the Construction Manager's phones except in cases of an urgent or emergency nature.

47.0 Temporary Signs: A project identification sign will be furnished, installed, and maintained by the Construction Manager. Trade Contractors' informational signs on the site shall be limited to those designating their temporary field offices and sheds. All such informational signs shall be subject to approval by the Construction Manager.

48.0 Construction Water: Each Trade Contractor shall be responsible for providing water for his construction purposes and potable drinking water for his personnel and employees throughout the construction period. An on-site source of water for construction purposes will be available.

49.0 Temporary Fire Protection

49.1 The Construction Manager will provide general temporary fire protection equipment, materials, supplies and service within the buildings throughout the construction period in accordance with the requirements of all applicable codes and standards.

49.2 The Trade Contractor is responsible for providing all provisions associated with specific fire protection requirements associated with the performance of his work.

50.0 Temporary Sanitary Facilities: The Construction Manager shall furnish and maintain temporary sanitary facilities for the use of all Trade Contractor's personnel and employees throughout the construction period.

51.0 Trash Collection and Removal

51.1 The Construction Manager will provide trash containers (dumpsters), located in trash pick-up areas designated by the Construction Manager. The Trade Contractor, each day, shall collect and deposit in the containers, all rubbish, waste materials, debris and other trash from his operations, including any trash from food or beverages by his employees. The Construction Manager shall schedule periodic collection and disposal of trash.

51.2 The following types of materials, scrap, debris, etc., shall not be placed in the dumpsters for disposal by the Construction



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Manager, but shall be removed from the site and disposed of in legal and approved disposal areas by the individual Trade Contractors involved:

- concrete, forms, form work, and timbers
- sheetrock, gypsum board, plaster, brick
- block, tile and masonry units
- Demolition debris and hazardous materials such as paint cans, mastic containers, and other items as deemed hazardous by the local authority having jurisdiction.

51.3 Debris of a flammable nature shall not be allowed to accumulate on the job. When, in the opinion of the Construction Manager, a potentially hazardous condition exists, the Trade Contractor shall be directed to perform a continuous clean-up. All crates and cartons are to be broken down to a minimum volume before depositing in the dumpster. **NO BURNING WILL BE PERMITTED.**

52.0 Cleanup

52.1 The Trade Contractor, during the progress of the Work, and at completion of the Work, shall conduct cleaning and disposal operations as required by the Conditions of the Contract and all applicable codes, ordinances, regulations and anti-pollution laws.

52.2 The Trade Contractor, during construction, shall perform a daily cleanup to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish, wind-blown debris and other trash resulting from his construction operations. The Trade Contractor shall, daily, deposit all such trash in dumpsters located at designated trash pickup areas.

52.3 No jobsite area will be permitted to remain unclean overnight.

52.4 No eating will be allowed in the building (or areas of the building) after building finishes have begun, or as directed by the Construction Manager.

52.5 No smoking will be permitted in the building (or areas of the building) after building finishes have begun, or as directed by the Construction Manager.

52.6 Trade Contractors causing dirt or debris to be deposited on any public highway, road, street, or on any other public or private property shall be responsible for the immediate cleanup of that public or private property to the satisfaction of the Construction Manager.

52.7 Failure of any Trade Contractor to maintain a clean site and to clean up public areas, as required by these Conditions, will be the basis for the Construction Manager to issue a written notice of Contract non-compliance. Should this "Notice to Correct" not be complied with within 24 hours, the Construction Manager shall authorize the necessary cleanup work to be performed by others. The total costs incurred will be deducted from monies due the Trade Contractor, or in the case of more than one Trade Contractor failing to clean an area of concurrent occupancy and/or activity, costs will be borne by the Trade Contractors involved on a pro-rata basis as determined solely by the Construction Manager.

52.8 The Trade Contractor shall be responsible for maintaining his own trailer, storage and work areas in a sanitary condition to minimize the hazard of attracting vermin and breeding mosquitoes. If the Trade Contractor fails to comply, the Construction Manager may do so and the cost thereof shall be charged to the Trade Contractor. Rodent extermination materials shall be those approved by the local Health Department or other agency having jurisdiction.

52.9 The Trade Contractor, at completion of the Work shall remove all waste materials, rubbish, wind-blown debris and other trash from and about the Work. The Trade Contractor shall also remove all surplus materials, tools, construction equipment, machinery and construction aids and shall leave the area of the Work ready for the next Trade Contractor or for occupancy by the Owner. The Trade Contractor shall, unless otherwise specified, leave the area of the Work broom clean in uncarpeted areas and vacuum clean in carpeted areas.

52.10 Final cleaning shall be performed **by the Trade Contractor installing the work** and shall include, as applicable, but without limitation:



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- .1 The removal of grease, mastic, adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed interior and exterior surfaces.
- .2 The washing and shining of glass and mirrors.
- .3 The polishing of glossy surfaces to a clear shine.
- .4 The waxing of VCT flooring (by flooring Trade Contractor)
- .5 The cleaning of window glass (by window Trade Contractor)
- .6 The cleaning of the ventilating systems, including the cleaning of permanent filters and the replacement of disposable filters if units were operated during construction and the cleaning of ducts, blowers and coils if the units were operated without filters during construction.
- .7 The removal from the site of all facilities or items installed or used for temporary purposes during construction.
- .8 The restoration of all adjoining areas to their original or specified condition.

52.11 The Trade Contractor shall use only cleaning materials and methods recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer. Each Trade Contractor shall be responsible for assuring that affected employees are provided with, and required to use, all needed personal protective devices in connection with cleaning.

52.12 **Composite Clean-up Crew:** In addition to, and not to replace the Trade Contractors' responsibility to provide trade specific project cleanup and debris management in accordance with Paragraphs 52.1 through 52.11, the Construction Manager shall establish and manage a composite cleanup crew to perform general project-wide cleanup services, including but not limited to the removal of debris, rubbish, and waste materials not attributable to a specific Trade Contractor work, daily site sweeping, and general project cleaning. The Crew shall operate under the direction of the Construction Manager in accordance with the project schedule. The Trade Contractor acknowledges that the Composite Clean-up Crew services are essential to maintaining site safety, compliance with applicable laws and regulations, and timely project completion. The Construction Manager shall deduct a Composite Cleanup Contribution amount from each Trade Contractor, calculated in accordance with the following scale.

Initial Trade Contract Value		Rate	Maximum Extension
From	To		
0.01	10,000.00	4.00%	400.00
10,000.01	100,000.00	3.25%	2,925.00
100,000.01	250,000.00	2.25%	3,375.00
250,000.01	500,000.00	1.50%	3,750.00
500,000.01	1,000,000.00	0.50%	2,500.00
1,000,000.01	5,000,000.00	0.35%	14,000.00
5,000,000.01	and Up	0.20%	varies

53.0 Vehicle Cleaning

53.1 A temporary entrance shall be provided for the use of all Trade Contractors. All vehicles shall be cleaned of all mud and debris before leaving the site and each Trade Contractor shall be responsible for providing whatever additional materials, equipment and personnel which may be required to perform the required vehicle cleaning throughout the progress of his work. The vehicle cleaning areas shall NOT be used for cleaning out of concrete mix trucks.

53.2 Cleaning of concrete equipment shall be performed at locations designated by the Construction Manager. Cleaning shall be conducted in such a manner as to prevent spillage of fluid or concrete to the ground or penetration of existing ground soil. The responsible Trade Contractor shall remove from the site all residues accumulated from the cleaning operations of concrete equipment.

53.3 All trucks leaving the site with earthen materials or loose debris shall be loaded in a manner that will prevent dropping of materials



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on roads, and, when necessary, shall have suitable covering fastened over the load before they enter surrounding paved roads. Trucks bringing earthen materials over paved roads to the site shall be similarly loaded and covered. The Trade Contractor shall conform to all local regulations regarding load limits.

- 53.4 Trade Contractors failing to adequately clean vehicles or otherwise causing dirt or debris to be deposited on any public road or highway shall be held responsible for all costs in connection with the cleaning thereof, whether performed by the Trade Contractor, the Construction Manager, or at the direction of either, or of any public authority having jurisdiction.

54.0 Environmental Protection

- 54.1 The Trade Contractor shall be responsible for compliance with all applicable environmental protection requirements, codes and regulations.
- 54.2 All Trade Contractors shall adhere to the environmental requirements of the project. Disturbed areas shall be strictly limited to boundaries established by the Construction Manager. Particular attention is drawn to the preservation of specific trees and other growth and to the avoidance of any pollution of any "on-site" areas.
- 54.3 Temporary drainage and dewatering shall be performed by each Trade Contractor to the extent required, or as may be necessary, to adequately protect his work in progress and the work of the Project from damage. He shall include the furnishing of all such labor, material, equipment, means and methods as may be required to install, construct, erect, maintain or otherwise provide an adequate temporary drainage system for his Work and to remove same and restore the affected areas following the completion of his Work. Prior to performing any temporary drainage work which will require the construction of any temporary drainage structure(s) or system, or the utilization of, or connection to, any other system, either existing or as installed by others, the Trade Contractor shall obtain the approval of the Construction Manager.
- 54.4 The Construction Manager shall be responsible for the removal and disposal of any ice or water on the access and entrance roads and parking and staging areas as may be necessary to maintain access to and within the site. Each individual Trade Contractor shall be responsible for the removal and disposal of any other water or ice as may be necessary for the proper protection of his employees or his work or to facilitate the execution of his work. Dewatering will be the responsibility of the Trade Contractor performing the work.
- 54.5 The Trade Contractor shall provide positive methods of dust control and apply dust control materials to minimize raising dust from his construction operations, and shall provide positive means to prevent air-borne dust from dispersing into the atmosphere. The Trade Contractor shall reduce fugitive dust from transportation of dirt, sand, stone, gravel, etc., both into and out of the construction site, including the wetting down, when practicable, of the loads during loading and unloading operations, the frequent wash down of truck bodies and the use of attached hinged covers on tarpaulins to cover loads while in transit. The Trade Contractor shall prevent transport of fugitive dust from the construction site, work areas, materials storage areas and haul roads by use of water dampening, calcium chloride, liquid latex or other known effective techniques.
- 54.6 The Trade Contractor shall dispose of land clearing, demolition and construction wastes by means other than burning or burying at the construction site, per applicable laws and codes.
- 54.7 The Trade Contractor shall obtain the necessary permits for the construction and operation of temporary installations as required.
- 54.8 The Trade Contractor shall ensure that all materials handling and construction equipment employed at the construction site are equipped with adequate pollution and noise control devices such as hoods, fans, scrubbers, filters, mufflers, etc.

55.0 Temporary Facilities

- 55.1 **Availability of Space:** The Construction Manger make not guarantee that the specific project site logistics allows for the placement of Trade Contractors site office(s) or storage.
- 55.2 **Relocation:** At any time during the progress of the work, the Trade Contractor shall relocate his site office, storage containers, or other site temporary facilities as directed by the Construction Manager without additional cost to the Construction Manager.
- 55.3 **Removal:** Any site office, storage containers, or other site temporary facilities placed on the project site by the Trade Contractor



Conditions of Contract between Construction Manager and Trade Contractors October 3, 2025

shall be removed no later than 30 days prior to the scheduled project substantial completion date or as directed by the Construction Manager to facilitate the completed of the project work, whichever is earlier.

55.4 **Trade Contractor Provided Temporary Facilities:** Each Trade Contractor shall be responsible for furnishing, installing or otherwise providing any or all of the following temporary facilities, structures, or services as they may be necessary or required for or during performance of the Work of his Contract:

- a) Temporary field offices, including temporary power, water, sanitary, internet or other services
- b) Temporary storage and work facilities
- c) Temporary extension from, and hook-up to, all temporary utilities which have been provided to a common point for use by the Trade Contractors during construction.
- d) Maintenance, clean-up and removal of all temporary facilities provided by the Trade Contractor for his exclusive use.
- e) Furnishing, erection, maintenance and removal of all temporary hoists and scaffolding as may be required by the Trade Contractor for the performance of the Work of his Contract.
- f) Temporary ground support for cranes, lifts, scaffolding including, crane roads or pads.
- g) Temporary weather protection as required to protect the Trade Contractor's own work, equipment and materials from damage due to adverse weather conditions.

56.0 Construction Parking

56.1 The Trade Contractor shall see to it that his employees park in legal areas only, either designated construction parking areas established by the Construction Manager, or alternative parking arranged by the Trade Contractor.

56.2 The Construction Manager makes no guarantee that the designated parking areas, either on or off site, are sufficient to accommodate the employee parking needs of the Trade Contractor(s). If additional parking is required for the Trade Contractor's personnel or vehicles, the Trade Contractor shall arrange and pay for any additional parking provisions, without additional cost to the Construction Manager.

56.3 Parking of any vehicle (either personnel or work related) is permitted only within designated parking areas. No vehicles are permitted within the work or storage areas without the written consent of the Construction Manager.

57.0 Security: Each Trade Contractor shall be totally responsible for the security of his Work, materials, facilities, supplies, tools, machinery, vehicles and construction equipment. The Construction Manager will provide a temporary security fence enclosing the work area for the main construction area only.

58.0 Protection of the Work

58.1 The Trade Contractor shall take all necessary precautions to protect his Work and the Work of others and all material, equipment and apparatus shall be turned over in like new condition ready for satisfactory service, consistent with the Contract Documents.

58.2 Each Trade Contractor shall be wholly responsible for the protection of his finished Work. All finished surfaces, including factory finished items, shall be clean and unmarred at time of occupancy by Owner.

58.3 The Trade Contractor shall take all necessary precautions to prevent damage to existing construction, buildings, structures, underground utility lines, above-ground utility lines, site improvements, plant material and lawns. Any damage, marring or disturbance of such items caused as a result of the Trade Contractor's operations shall be restored, replaced or made good by the Trade Contractor to the satisfaction of the Construction Manager and Owner and at no additional expense to the Owner or Construction Manager. Existing roadways, curbs, walks and lawns which must be disturbed in order to allow for the execution of the work, shall be restored by the Trade Contractor so as to match similar adjacent areas and be equal to the respective items prior to being disturbed by the Trade Contractor.

59.0 Construction Coordination Meeting: Every week, at a time designated by the Construction Manager, a jobsite meeting will be held to review project coordination and safety issues. All Trade Contractors' field supervision will attend these meetings, as required or directed by the Construction Manager. **Failure of the Trade Contractor to attend any of these meetings shall constitute nonperformance of the work by the Trade Contractor and the Construction Manager shall reserve the right to**



**Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025**

withhold progress payments.

60.0 Coordination and Cooperation

- 60.1 The Trade Contractor shall cooperate with the Owner, Architect, and Construction Manager and other Trade Contractors working on this project in order to avoid interferences, inconvenience, or damage. To aid in avoiding conflicts, the Trade Contractor, without additional charge, shall make all reasonable modifications in the Work as may be directed by the Construction Manager.
- 60.2 The Trade Contractor shall confine and perform his operations to those areas where construction is required. The Trade Contractor shall protect the contiguous non-construction properties. The Trade Contractor shall protect from damage all existing trees, utilities or other improvements at the site. Should damage result from the Trade Contractor's failure to exercise reasonable care in the performance of his Work, the Trade Contractor shall repair or restore any such damage promptly at his cost.
- 60.3 In the event of the Trade Contractor's operations causing any damage, interference or inconvenience to Work being carried out under any other contract, the Trade Contractor shall restore, replace, rectify or otherwise make good any damage to the satisfaction of the Construction Manager and the other Trade Contractors. Should the responsible Trade Contractor fail to comply with this provision, the Work will be done by others at the expense of the responsible Trade Contractor.
- 60.4 The Trade Contractor agrees that he has become familiar with the site, has reviewed the plans and specifications covering the work of his and other trades and thereby accepts responsibility for all necessary coordination of his Work with the Work of other trades affected. If the Trade Contractor installs any Work prior to proper coordination, or in such manner as to cause interferences with Work of others, he shall arrange for removal of, or arrange for necessary modifications to the Work. Any such action is subject to the approval of the Construction Manager and shall be at no additional cost to the Owner, Construction Manager, A/E or their agents.
- 60.5 Where Work of any trade or discipline is to be installed adjacent to that of other trades or disciplines in such manner that it may conflict with other Work, the Trade Contractors responsible shall cooperate in working out space conditions to the satisfaction of all concerned, subject to approval of the Construction Manager.

60.6 Building Information Modeling (BIM) Coordination Drawings

- .1 The following disciplines will provide BIM models of their shop drawings which identify the location, routing, elevation, and sizes of the building systems to be installed.
 - Structural Systems
 - Mechanical Systems
 - Plumbing Systems
 - Fire Protection Systems
 - Electrical Systems
 - Communication Systems
- .2 The BIM models provided shall be constructed utilizing design software compatible with Autodesk Navisworks.
- .3 The Trade Contractor shall attend coordination meetings during which the Construction Manager shall compile all disciplines shop drawing models through its Navisworks software to generate a composite total building model and identify any potential conflicts.
- .4 The Trade Contractor agrees to modify its model as necessary (and as many times as necessary) to resolve all conflicts uncovered during this coordination effort.
- .5 Upon resolution of all conflicts, a final set of coordination documents shall be issued by the Construction Manager to all Trade Contractors.
- .5 Each Trade Contractor shall install their work in accordance with the routing, locations, and elevations established in the coordination documents. The installation of any building system(s) that deviates from the locations established in the coordination documents shall be removed and reinstalled by the Trade Contractor at no additional cost to the



**Conditions of Contract between Construction Manager and Trade Contractors
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Construction Manager.

- 60.9 The following list establishes the general priority precedent for components or system placement in above ceiling concealed spaces:
1. Architectural Ceiling Features
 2. Recessed Light Fixtures
 3. Plumbing waste and gravity line
 4. Ductwork
 5. Cable trays
 6. Fire protection piping
 7. HVAC piping
 8. Plumbing vents and supply distribution
 9. Electrical conduit
- 60.10 The Trade Contractor is responsible for providing and installing any exposed or concealed blocking, backing, grounds, supports or anchoring devices and sealing required for the proper installation of his materials and equipment and the execution of his Work. The Trade Contractor shall coordinate his Work with other Trade Contractors requiring blocking, backing, grounds, and supports or anchoring devices and sealing for the proper installation of their materials and equipment and the execution of their Work. If requested, the Trade Contractor shall prepare and submit to the Construction Manager for his review, descriptive coordination drawings or sketches detailing his requirements.
- 60.11 The Trade Contractor shall arrange for any block-outs, cut-outs, access openings or openings required for the installation of his materials and equipment and the execution of his Work in accordance with the intent of the Contract Drawings and Specifications whether or not shown or indicated on the Drawings. The Trade Contractor shall be further responsible for repairing, sealing, and/or finishing, in an acceptable fashion and meeting any applicable code requirements, any such block-out, cutout or other hole in any fire-rated floor, ceiling or wall, any security wall or any other finished surface. If required, the Trade Contractor shall prepare and submit to the Construction Manager for his review, Field Coordination Drawings or other sketches detailing his requirements for block-outs, cutouts, access openings or openings. The Trade Contractor shall not cut or weld to, otherwise alter any structural work without the written consent of the Architect/Engineer through the Construction Manager.
- 60.12 The Trade Contractor shall be responsible for all damages to the roof, the roof structure, the roofing or the sheet metal work caused by the Trade Contractor or his employees or any of his Trade Subcontractors or their agents and employees or any other persons performing any of the Work under a contract with the Trade Contractor. Any repairs or alterations to the roof, the roof structure, the roofing, or sheet metal required as a result of damage for which the Trade Contractors is responsible, shall be accomplished by the original installing Trade Contractor to the satisfaction of the Construction Manager and the Architect/Engineer. All such repairs or alterations shall be accomplished at no additional cost to the Owner or Construction Manager. The Trade Contractor, together with the Construction Manager, shall make regular inspections of the roof, the roof structure, the roofing and the sheet metal whenever the Trade Contractor is performing Work on the roof, noting all damages. The Trade Contractor shall make arrangements with his Trade Subcontractors and others performing Work for payment of damages according to a plan mutually agreeable to all parties.
- 60.13 The use of power-actuated fasteners in precast concrete or masonry is expressly forbidden.
- 60.14 The Trade Contractor shall be responsible for coordinating the installation within the buildings of equipment that is too large to pass through finished openings. Such arrangements are to be referred to the Construction Manager for approval prior to implementation.
- 60.15 The Trade Contractor shall be responsible for complete, timely and accurate field measurements as necessary for proper coordination, fabrication and installation of his materials and equipment. The Trade Contractor agrees to cooperate with the Construction Manager, if required, to accommodate any discovered variations or deviations from the Drawings and Specifications so that the progress of the Work is not adversely affected.
- 60.16 The Trade Contractor shall be responsible for fire sealing penetrations through fire rated construction assemblies created by their



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work. The term "penetration" for the purpose of this requirement shall be defined as the point where any object installed by the Trade Contractor breaches the integrity of a fire rated assembly. This shall include any object installed before, after or during the construction of the assembly. All fire sealing of penetrations shall be constructed in accordance with the applicable U.L. design.

60.17 No extra compensation will be paid for relocating any duct, pipe, conduit, or other material that has been installed without proper coordination between all trades involved. If any improperly coordinated work, or work installed necessitates additional work by the other trades, the costs of all such additional work shall be solely borne by the Contractor responsible.

61.0 Access Panels: The Trade Contractors shall be responsible for furnishing and installing all access panels necessary to provide access for items of work installed under their contract.

62.0 Transportation of Materials and Equipment: The Trade Contractor shall be responsible for the transportation of all materials and equipment furnished under his Contract. The Trade Contractor also shall be responsible for loading, receiving and off-loading at the site or designated storage area all material and equipment installed under this Contract, whether furnished by the Trade Contractor or the Owner. Unless otherwise provided, the Construction Manager will not accept delivery on behalf of the Trade Contractor for his materials and equipment.

63.0 Storage and Protection of Materials and Equipment

63.1 The Trade Contractor shall be responsible for the proper storage of all materials, supplies and equipment to be installed under this Contract. Materials stored on site but not adequately protected will not be included in estimate for payment. Storage shall be in locations and in such manner as to not interfere with construction operations and shall be subject to approval by the Construction Manager. Should any of the Trade Contractor's plant, material, supplies, etc., obstruct the progress of any portion of the Work, they shall be moved by the Trade Contractor as directed by the Construction Manager without reimbursement of costs.

63.2 Material deliveries shall be scheduled so that materials are not stored on the site any longer than necessary prior to the incorporation into the Work. The Trade Contractor shall be responsible for arranging and paying for the use of the property off the site for storage of materials and equipment as may be required.

64.0 Materials and Equipment Furnished by Others and/or Construction

64.1 Items scheduled on the Drawings or otherwise indicated in the documents to be furnished by the Owner or by the Construction Manager and to be installed by the Trade Contractor will be furnished to the project site by the Owner or Construction Manager unless otherwise indicated.

64.2 The Trade Contractor shall accept delivery (and unload) on the established dates or be responsible for any demurrage resulting from his failure to take delivery of the shipment on the established dates. Promptly upon delivery, the Trade Contractor, jointly with the Construction Manager, shall inspect the materials or equipment for possible shortage or damage in transit. If shortage or damage is found, he shall follow the instruction on the Bill of Lading for reporting to carrier and shall submit a report for proper storage and protection of items delivered, including all expenses incidental thereto.

64.3 The Trade Contractor shall receive the items, sign receipt for, complete and submit receipt and inspection report to the Construction Manager, provide additional transportation required, uncrate, assemble, store and protect as necessary, locate in place and install or connect ready for operation or use. Assembly shall include such projecting parts and loose fittings as are usually shipped detached.

64.4 For details of construction, the Trade Contractors shall use manufacturer's detail drawings to establish roughing-in dimensions and location of services. The Trade Contractor will be provided adequate shop drawings to cover installation of all Owner furnished items. In case of conflict, the equipment detail drawings and dimensions shall be used except where aesthetic or structural considerations make an adjustment necessary.

65.0 Utility Outages: The Trade Contractor shall notify the Construction Manager at least five (5) days in advance of the need for all outages of utilities caused by his construction. This shall apply to electricity, domestic water, fire mains, sanitary sewer mains, telephone, steam supply and return, or any other service. The outage shall not be permitted to occur until the Construction



**Conditions of Contract between Construction Manager and Trade Contractors
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Manager approves the outage.

66.0 Partial Occupancy and Use by Others

66.1 If at any time, prior to the completion of the Work and the acceptance thereof, the Owner decides that it is in his best interests to do so, the Owner shall have the right to enter into, or upon, any or all portions, units or areas of Work for the purpose of performing Work with his own forces and/or separate contractors or for the taking of beneficial occupancy and making use thereof. In the event that the Owner shall so decide, the Trade Contractor(s) shall allow such access and shall cooperate with the Owner to the extent required. Prior to taking such beneficial occupancy, the Owner shall:

- .1 Through the Construction Manager, notify the Trade Contractor(s) who may be affected of the Owner's intent to take beneficial occupancy, indicate, describe or otherwise identify those portions, units or areas of the Work which will be occupied by the Owner, and in general, for what purpose, and advise as to the intended date of such occupancy.
- .2 Direct to the Architect and the Construction Manager to inspect those areas to be occupied to determine the level of completion, and, if appropriate, prepare and execute a Certificate of Substantial Completion provided that the Work shall then be judged substantially complete, or if in the opinion of the Architect and the Construction Manager, the Work is not substantially complete, to then jointly prepare the documentation necessary to identify the current level of completion and the condition thereof, so that the Trade Contractor(s) shall not be held responsible for any damage to the occupied portion of the Work which may result from the Owner's occupancy.
- .3 Secure written endorsement from the Trade Contractor's insurance carrier and surety, if required, permitting occupancy by the Owner during the remaining period of construction.
- .4 Secure permanent fire and extended coverage insurance and all appropriate use and occupancy permits required or necessary to adequately protect and occupy that portion of the Work or project intended.

66.2 The Owner's use and occupancy of any portion, unit or area of the Work or of the Project, prior to its final completion and acceptance by the Owner does not, in any way, relieve the Trade Contractor of any contractual responsibilities and obligations except as to those insurance coverages which the Owner shall be required to provide prior to such use and occupancy.

66.3 Occupancy by the Owner shall not be construed by the Trade Contractor as being an acceptance of that portion of the Project to be occupied or start of warranty period, unless specifically stated.

67.0 Construction Manager's Right to Stop the Work: If the Trade Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents, or is in the Construction Manager's sole judgment, fails to carry out work in accordance with the Contract Documents, the Construction Manager may issue a written order to the Trade Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

68.0 General Conditions Assumed by Trade Contractor

68.1 The Trade Contractor agrees to be bound to and assume toward the Construction Manager all of the obligations and responsibilities that the Construction Manager, by the Contract Documents, including the Owner / Construction Manager Agreement, assumes toward the Owner. The Owner / Construction Manager Agreement is available, at reasonable times, at the office of the Construction Manager for examination by the Trade Contractor.

68.2 If there is a provision for liquidated damages in the Contract Documents, the Trade Contractor shall be liable to the Construction Manager for any liquidated damages for which the Construction Manager is held responsible by reason of the failure of the Trade Contractor to prosecute the work diligently and properly.

69.0 Sub-Contractual Relations

69.1 By appropriate written agreement, the Trade Contractor shall require each subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Trade Contractor by the terms of the Contract Documents, and to assume toward the Trade Contractor all the obligations and responsibilities, including the responsibilities for safety of the Subcontractor's Work, which the Trade Contractor, by these Documents, assumes toward the Construction Manager. Each Subcontract agreement shall preserve the rights of the Construction Manager, under the Contract Documents with respect to the Work to be performed by the Subcontractor.



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**SECTION FIVE-
PROJECT INSURANCE REQUIREMENTS**

- 1.0 **Builder’s Risk Insurance:** The Construction Manager or the Owner will purchase and maintain Builder’s Risk Insurance for the Project. The Trade Contractor is responsible for any deductible associated with a Builders Risk Claim on its behalf. It is the Trade Contractor’s responsibility
- 2.0 The Trade Contractor agrees to, at the time of execution of this Agreement to furnish the Construction Manager with Certificates of Insurance certifying that the Trade Contractor is protected on the work with Workers' Compensation and Employer's Liability, Public Liability and Bodily Injury, Property Damage insurance, and any other insurance as required by the Contract Documents.
- 3.0 **Delegated Design Professional Liability Insurance:** If the scope of Work under this Agreement includes the Delegated Design of any material, system or scope provided under this agreement, including the scope of work of its subcontractors or consultants, the Trade contractor, or the entity providing the Delegated Design, shall procure and maintain, at its sole cost and expense, Professional Liability with limits as set forth below. Such coverage shall be maintained for the duration of the project and for a period of two (2) years following project substantial completion, or as otherwise required by applicable law or the terms of this Agreement, whichever is longer.
- 4.0 The Trade Contractor will furnish Certificates of Insurance, with the Construction Manager’s project name and number stated on the certificates, listing Culpepper Construction Company, Inc., and the projects Owner listed as an additional insured, and such certificates are to be submitted within 72 hours of receiving Notice of Intent to Award.
- .1 All policies are to be written by insurance companies with an A.M. Best rating of A- or better.
 - .2 All policies are to be written by insurance companies authorized to issue coverage in the State where the project is located.
 - .3 All Certificates are to contain substantially the following statement: “The insurance covered by this certificate shall not be canceled, nor materially altered, without thirty (30) days written notice to the home office of Culpepper Construction Company, Inc.”
 - .4 Culpepper Construction Company, Inc. shall be named on the General Liability, Commercial Auto and the Umbrella policies, and all such polies shall provide that all coverage is primary and noncontributory.
- 5.0 To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella, Professional Liability and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.
- 6.0 The Trade Contractor will not be permitted to start work at the construction site until these Certificates are filed with the Construction Manager. Compliance by the Trade Contractor with foregoing requirement, as to carrying insurance and furnishing Certificates, will not relieve the Trade Contractor of its liabilities and obligations.
- 7.0 **Coverage Limits:** The coverage and amounts below are minimum requirements and do not establish limits to the Trade Contractor’s liability. Other coverage and higher limits may be provided at the Trade Contractor’s option and expense.

Workers Compensation and Employers Liability	Each Accident	\$500,000	Disease Each Person	\$500,000
	Disease Policy Limit	\$500,000		
General Liability Insurance	Each Occurrence	\$1,000,000	Medical Exp. (Any one person)	\$\$5,000
	Personal & Adv. Injury	\$1,000,000	Products & Completed Operations	\$2,000,000
	General Aggregate	\$2,000,000		
Automobile Liability	Combined Single Limit	\$1,000,000		
Excess Umbrella Liability	Each Occurrence	\$2,000,000	Aggregate	\$2,000,000
Professional Liability (* If required under Article 5.2)	Each Occurrence	\$2,000,000	Aggregate	\$2,000,000



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SECTION SIX - DOCUMENT SUBMITTAL CHECKLIST

DOCUMENT SUBMITTAL CHECKLIST

ALL BIDDERS

Bid Date

- Bid Proposal Forms (IB 1, 2.1)
- Bid Bond (IB 2, 3.1) **if required by bid package*

APPARENT LOW BIDDER

WITHIN 48 HOURS OF BID

- Product Approval Specification Sheet (IB 32.1)

SUCCESSFUL BIDDER

WITHIN 72 HOURS OF NOTIFICATION

- Certificate of Insurances (Section 5)

WITHIN 14 DAYS OF NOTIFICATION

- Percentage of work to be performed by the bidders own forces. (IB 7, 11.1.a)
- Names of Company key personnel, material suppliers, and subcontractors. (IB 11.1.b, GC 10.1)
- Preliminary critical path schedule and narrative (GC 29.2)
- Submittal Schedule (GC 32.1)
- Material Status Report (GC 35.1)

TIME OF CONTRACT EXECUTION

- Performance and Payment Bonds (IB, 14.1)
- Written Safety Program (IB, 21.2)
- Written Hazardous Communication Program (IB, 21.2)
- Material Data Sheets (IB, 21.2)
- Codes and Standards (BP, G)
- Job Specific Fall Protection Plan (GC 24.1)
- Job Specific Hazard Analysis (GC 24.1)

DAILY

- Daily Force and Activities Report (GC 34.1)
- Copy of Crane operators daily check list (if applicable) (GC 28.4)

WEEKLY

- Safety Report (GC 24.1)
**Includes updates to Hazard Analysis Form*
- Short Duration Schedule

MONTHLY



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- Progress payments (GC 17.5)
- Schedule Status Report (GC 29.6)
- Submittal Schedule (GC 32.3.1)
- Release of Liens (GC 17.3.1)
- Material Status Report (GC 35.1)

45 days before Substantial Completion and as a prerequisite to final payment

- All guarantees & warranties (GC 20.1)
- All closeout documentation as required by the Specifications
- As-built Record Documents

10 days after Substantial Completion and as a prerequisite to final payment

- AIA form G706
- AIA form G706A
- AIA form G707
- Final release of lien
- Assignment of Antitrust form



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Section Seven – Attachments

Attachment A – Qualification Assurance Form

Attachment B – Performance Bond Form

Attachment C – Payment Bond Form

Attachment D – Trade Contract Agreement



**Conditions of Contract between Construction Manager and Trade Contractors
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Attachment A – Qualification Assurance Form

The Stage 1 qualification form is part of these Conditions of Contract. Stage 2 forms will be provided to firms that pass Stage 1 qualification, where Stage 2 is required for the specific bid package.



Qualification Assurance Form (Stage 1)

Rev Date - October 3, 2025

GENERAL FIRM INFORMATION				
Firm Name:				
Street Address:				
Mailing Address:				
City:		State:		Zip Code:
Phone #:				
Contact Name:		email:		
FIRM HISTORY				
Type of Work:	(Specify the Bid Package(s) for which you are applying)			
Florida License #:		Dunn & Bradstreet Rating:		
Georgia License #:		Alabama License #:		
Yrs Performing:		% performed by own forces:		
# Perm Employees:		Value of equipment owned:		
List work typically self-performed:		List portion of work typically subcontracted to others:		
Has your firm ever:		yes	no	
Failed to complete a project:				
Failed to meet the GC/CM project schedule:				
Been assessed back charges for project delays:				
(Or any principle of this firm) been involved in bankruptcy or reorganization:				
Pending judgments claims or suite against this firm:				
If the answer to any of the preceding questions is yes, please elaborate below:				



Qualification Assurance Form (Stage 1)

Rev Date - October 3, 2025

	Yes	No	
Is this firm a Minority Business Enterprise?			
Does this firm have Competitive 8(a), HUBZone, SDVOSB or other SBA status ?			
If the answer is yes to either of the above, with whom is this firm certified:			
REFERENCES			
General Contractor (Within the last three years):			
Project:		Contract Value:	
Company:		Contact:	
Address:		Phone #:	
City:		State/Zip:	
General Contractor (ACTIVE PROJECT):			
Project:		Contract Value:	
Company:		Contact:	
Address:		Phone #:	
City:		State/Zip:	
Major Material Supplier:			
Company:		Contact:	
Address:		Phone #:	
City:		State/Zip:	
Major Material Supplier:			
Company:		Contact:	
Address:		Phone #:	
City:		State/Zip:	

I hereby certify that the above information is true and complete to the best of my knowledge.

Signature: _____

Name and Title: _____

Company Name _____

Date: _____



**Conditions of Contract between Construction Manager and Trade Contractors
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Attachment B – Performance Bond Form

PERFORMANCE BOND

BOND NUMBER: _____

By this performance bond (“**Bond**”), _____, as principal, with its principal office at _____ (“**Principal**”) and _____, as surety, a corporation organized and existing under the laws of the State of _____, with its principal office at _____, (“**Surety**”), are bound to Culpepper Construction Company, Inc., 1538 Metropolitan Blvd., Tallahassee, Florida 32308 (“**Culpepper**”), as obligee, in connection with _____ (“**Project**”) for the full amount of the Bond as specified in Section 1, below. This Bond is made in connection with the subcontract entered into between Principal and Culpepper, dated _____ (“**Subcontract**”), as may be amended or changed from time to time.

1. The amount of the Bond is _____ Dollars (\$_____).

2. Principal and Surety, jointly and severally, bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns to Culpepper to perform the Subcontract at the times and in the manner prescribed in the Subcontract, which is hereby incorporated into, and made a part of, this Bond by this reference.

3. If the Principal shall well and truly perform all the undertakings, covenants, terms, conditions, warranties, guarantees, and agreements of the Subcontract within the time periods provided therein and any extensions thereof that may be granted by Culpepper, and during the life of any warranty or guaranty required under the Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the Subcontract that may hereafter be made, and shall indemnify and save harmless Culpepper of and from any and all loss, damage, and expense, including costs, delay, liquidated, and consequential damages, and attorney’s fees, which Culpepper may sustain by reason of Principal’s failure to do so, then Surety and Principal shall have no further obligation under the Bond.

4. Upon notice from Culpepper, Surety shall promptly and at Surety’s expense, take one of the following actions:

4.1. Arrange for Principal, with the consent of Culpepper, to perform and complete the Subcontract;

4.2. Perform and complete the Subcontract itself, through its agents or independent contractors; or

4.3. Waive its right to perform and complete the Subcontract itself and immediately pay the amount for which it may be liable to Culpepper as determined by Culpepper in its sole discretion.

Regardless of which action Surety selects, Surety is obligated to the penal sum of this Bond, for all responsibilities of Subcontractor in performance and completion of the Subcontract, and any additional costs of any type (whether such costs be in the nature of project, legal, design professional services, or delay, including delay costs that are direct, indirect, liquidated or otherwise) resulting from Subcontractor’s default or resulting from Surety’s failure to act under this Bond.

If Surety does not proceed promptly as provided in this Section 4, then Surety will be deemed to be in default on this Bond and Culpepper shall be entitled to enforce any remedy available to Culpepper.

5. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay, and liquidated damages contained in the Subcontract are expressly covered by and made a part of this Bond.

Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

6. Surety agrees that any change, alteration, addition, omission, or other modification of the terms of either the Subcontract or the prime contract between Culpepper and [_____(Owner)], or both, or in the work to be performed under the Subcontract, or to the time within which the work under the Subcontract or prime contract is to be performed, or in the specifications, or in the plans, shall not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, alterations, additions, omissions, and other modifications.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF the said Principal and Surety signed and sealed this instrument this ____ day of _____, 20__.

SUBCONTRACTOR/PRINCIPAL

Name: _____

Title: _____

SURETY

Name: _____

Title: _____



**Conditions of Contract between Construction Manager and Trade Contractors
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Attachment C – Payment Bond Form

PAYMENT BOND

BOND NUMBER: _____

By this payment bond (“**Bond**”), _____, as principal, with its principal office at _____ (“**Principal**”) and _____, as surety, a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (“**Surety**”), are bound to Culpepper Construction Company, Inc., 1538 Metropolitan Blvd., Tallahassee, Florida 32308 (“**Culpepper**”), as obligee, and all persons who furnish labor or material directly to the Principal for use in the prosecution of the Principal’s work in connection with _____ (the “**Project**”) for the full amount of the Bond as specified in Section 1, below. This Bond is made in connection with the subcontract entered into between Principal and Culpepper, dated _____ (the “**Subcontract**”), as may be amended or changed from time to time.

1. The amount of the Bond is _____ Dollars (\$ _____).

2. Principal and Surety, jointly and severally, bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns to Culpepper to promptly pay for labor, materials, services, supplies, and equipment furnished for use in the performance of the Subcontract.

3. If Principal (i) promptly makes payment of all sums due to claimants under the Bond, (ii) defends, indemnifies, and holds harmless Culpepper from claims, demands, suits or other actions by any person or entity seeking payment for labor, materials, services, supplies, or equipment furnished for use in the performance of the Subcontract, and (iii) compensates Culpepper for all losses, damages, expenses, and costs permitted or specified under the Subcontract and all attorneys’ fees, including attorneys’ fees for appellate proceedings, that Culpepper sustains because of Principal’s default under the Subcontract or this Bond, then Surety and Principal shall have no further obligation under the Bond.

4. Upon notice from Culpepper, Surety shall promptly and at Surety’s expense, defend, indemnify, and hold harmless Culpepper against a duly tendered claim, demand, suit, or action against Culpepper.

5. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay, and liquidated damages contained in the Subcontract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the coverage and limitations of this instrument.

6. Surety agrees that any change, alteration, addition, omission, or other modification of the terms of either the Subcontract or the prime contract between Culpepper and [_____(Owner)], or both, or in the work to be performed under the Subcontract, or to the time within which the work under the Subcontract or prime contract is to be performed, or in the specifications, or in the plans, shall not affect Surety’s obligations under this Bond, and Surety does hereby waive notice of any such changes, alterations, additions, omissions, and other modifications.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF the said Principal and Surety signed and sealed this instrument this ____ day of _____, 20__.

SUBCONTRACTOR/PRINCIPAL

Name: _____

Title: _____

SURETY

Name: _____

Title: _____



**Conditions of Contract between Construction Manager and Trade Contractors
October 3, 2025**

Attachment D – Trade Contract Agreement



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
Project	Project name Address City, STATE ZIP	Contract No.:	XXXX-XXXX SCOPE OF WORK

AGREEMENT

MADE AS OF THIS xx DAY OF xxxx IN THE YEAR TWO THOUSAND-TWENTY

BETWEEN

**Culpepper Construction Company, Inc.
1538 Metropolitan Blvd., Tallahassee, FL 32308**

THE CONSTRUCTION MANAGER

AND

**Trade Name
Address, City State Zip**

THE TRADE CONTRACTOR

THE PROJECT:

**Project Name
Address, City State Zip**

THE OWNER:

**Project Owner
Address, City State Zip**

THE ARCHITECT:

**Architect Name
Address, City State Zip**



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
Project	Project name Address City, STATE ZIP	Contract No.:	XXXX-XXXXX SCOPE OF WORK

ARTICLE 1 - The Work

- 1.1 The Trade Contractor and the Construction Manager agree that the materials, equipment and services to be furnished and the work to be performed by the Trade Contractor are as follows:
- 1.2 Furnish all labor, material, plant and services required to furnish and install complete all the items required for **Trade Scope** for the construction and completion of **(Insert Project Name)**, all in accordance with;
 - A. The current edition of the Conditions of Contract between the Construction Manager and Trade Contractor as listed in **Attachment A** to this Agreement.
 - B. All provisions of all Division 0 and Division 1 specifications of the project manual.
 - C. Furnishing and installing complete all materials, building components, and systems defined by Technical Specification Sections:

(Insert applicable specification Sections)
 - D. The scope of work in this Agreement includes, but is not limited to, the specific work items outlined below. References to particular drawings or details in this Agreement are provided solely to clarify specific scope items and are not exhaustive or limiting. The complete scope of work is defined by the entirety of this Trade Agreement .
 - 1. **Insert Specific scope of subcontract**
 - E. General Items of Work: The Trade Contractor is responsible for:
 - 1. All Trade specific permits required for the performance of the Trade Contractor’s work.
 - 2. The accurate placement and securing of concrete imbeds servicing their scope of work.
 - 3. The Fire-sealing of all penetrations through fire rate assemblies.
 - 4. Acoustical sealant as required by the contract documents for all penetrations of acoustical partitions or assembles made by this trade contractor’s scope of work.
 - 5. Furnishing the specified materials and equipment without exception.
 - 6. The Trade Contractor agrees to participate in system coordination meetings as scheduled by the Construction Manager. The Subcontract further agrees to abide by the coordination plans established through these meetings and/or other coordination efforts by the Construction Manager.
 - 7. Each trade providing service to roof-top equipment and/or making roof penetrations will also provide the required curbs and/or roof installations as shown on the contract documents.
 - 8. Furnishing and installing all access panels necessary to provide access to the work of this Trade Contractor. All Access doors will have the same rating as the assembly in which they are installed.
 - 9. Repairing all fireproofing or insulation damaged by the installation of this Trade Contractors work.
 - 10. Furnishing and installing complete all blocking and backing required for the installation of the building components of this Agreement.
 - 11. Furnishing and installing complete, all concrete work for pad mounted equipment, encased duct lines, and grade mounted lighting.
 - 12. Furnishing, installing, and maintaining all hoisting required for the construction of the building components included in this Agreement.



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
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- 13. Furnishing, installing, and maintain all scaffolding, barricades, signage, and safety precautions in accordance with all OSHA requirements, as required for the complete construction of the building components included in this Agreement.
- 14. Furnishing all submittals and As-Built drawings in accordance with the Contract Documents.
- 15. Trade Contractor shall provide all excavation, backfill, compaction, bedding and dewatering required to perform the work of this Agreement. The Trade Contractor is aware of all soil conditions and has included all means necessary to ensure proper excavation, backfilling, and compaction of soils per geotechnical report for the project.
- 16. Providing all work, including but not limited to, paving repair, sodding, and any other work required to restore disturbed areas to their original condition.

F. **ALTERNATES:** The Scope of this Agreement includes the complete incorporation of the following Alternates as applicable to this Trade Contractors scope of work:

1. (Insert as applicable)

G. **Work not included in the scope of this Agreement:**

1. (Insert as applicable)

ARTICLE 2 - Time of Commencement and Completion

- 2.1 The Trade Contractor shall commence work upon receipt of the Notice to Proceed issued by the Construction Manager and shall diligently execute the work to meet the schedule and milestones outlined in the Project Schedule. The project schedule is attached to this Agreement as Attachment "B" and is printed with early dates and bars displayed. The Construction Manager retains sole ownership and control of the project float.
- 2.2 **Schedule Revisions and Updates:** The Trade Contractor acknowledges that the Construction Manager may update, revise, expand, or modify the project schedule at its sole discretion to meet the project requirements and ensure timely project completion. These revisions include tracking activity progress; making minor changes to the project schedule sequence; adding or deleting activity relationships; expanding the schedule detail by adding activities; and utilizing activity float. Project updates will be provided to the Trade Contractor. The Trade Contractor is responsible for attending project meetings, reviewing schedule updates, and adhering to the most current Project Schedule at no additional cost to the Construction Manager.
- 2.3 **Schedule Adherence:** The Trade Contractor shall perform its work in accordance with the Project Schedule, including all updates, to avoid delays to the overall project. If the Trade Contractor fails to maintain the Project Schedule, it shall promptly take corrective action at its own expense to align with the schedule. If the Trade Contractor fails to restore compliance within 72 hours of receiving written notice from the Construction Manager, the Construction Manager may procure alternative resources, including materials, equipment, or labor, to advance or complete the Trade Contractor's work, with all associated costs charged to the Trade Contractor.
- 2.4 **Adverse Weather:** The Trade Contractor acknowledges that the overall project duration may be adjusted during the Life of the Project for consideration of Adverse Weather incurred and as approved by a Change Order between the Project Owner and Construction Manager. These adjustments will be reflected in the progress schedule revision



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
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updates maintained by the Construction Manager. The Trade Contractor agrees that the sole consideration provided to the Trade Contractor for adjustments to the project duration related to adverse weather time extensions is an extension to the Trade Contractors contract duration.

2.5 **Material Procurement and Coordination:** The Trade Contractor is solely responsible for procuring and delivering all materials, equipment, and products required for its scope of work, ensuring timely alignment with the Project Schedule, including all updates. This responsibility encompasses all aspects of the procurement process, including submittals, sample approvals, field measurements, fabrication lead times, coordination with other trades, material delivery, and any other tasks necessary to ensure materials are on-site to meet installation requirements of the project schedule. Failure to procure materials on time or coordinate effectively with other trades will not justify schedule extensions or additional compensation.

2.6 **Time is of the essence in this Agreement.**

ARTICLE 3 - The Contract Sum

3.1 The Construction Manager agrees to pay the Trade Contractor for the satisfactory performance of its work the total sum of

Dollars and Cents \$x,000,000.00

subject to additions and deductions for changes, as may be agreed upon in writing through the change order process as outlined in this Agreement. The Construction Manager will make payments on account thereof as follows:

3.2 On the **20th day of each month**, the Trade Contractor will deliver to the Construction Manager, a detailed statement acceptable to the Construction Manager, and, if required, supported by receipts, vouchers, etc. showing values of all materials delivered and work completed up to the established billing date for which payment is requested. The Trade Contractor’s application is subject to review and approval by the Construction Manager, Architect and Owner and therefore subject to rejection or revision until such time as the Construction Manager’s application for payment is approved for payment by the Owner. Monthly payments will be made to the Trade Contractor after receipt of payment by the Construction Manager from the Owner. It is specifically understood and agreed that the payment to the Trade Contractor is dependent, as a condition precedent, upon the Construction Manager receiving contract payments, including retainer from the Owner. Prior to submission of the first statement, the Trade Contractor will deliver to the Construction Manager, for review and approval, a detailed breakdown of this contract sum showing a Schedule of Values for the various parts of the work. Once accepted, this Schedule of Values will be used as a basis for verification and approval of the Trade Contractor's applications for payment.

3.3 The Trade Contractor will, with the second and each succeeding monthly Request for Payment, submit partial waiver of liens showing all payments made for labor and materials and on account for all work covered in the previous month's Request for Payment. Waiver of Liens are required from all parties who have filed a Notice to the Owner or Construction Manager. The Construction Manager may require Waiver of Liens to be submitted from any subcontractors, suppliers, and/or entities that the Construction Manager has knowledge is working on the project under the Trade Contractor. The Trade Contractor will be required to execute a General Release prior to receiving final payment.



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
Project	Project name Address City, STATE ZIP	Contract No.:	XXXX-XXXXX SCOPE OF WORK

- 3.4 Ten percent (10%) of each payment will be retained.
- 3.5 Final payment, including any retainage reduction agreed to by the parties, will be made within 20 days of all the following conditions being completed:
 1. All punch-list items assigned to the Trade Contractor by the Construction Manager have been completed and accepted by the Construction Manager, Design Professional and Owner.
 2. All project close-out documentation has been submitted and approved by the Construction Manager, Design Professional and Owner. These include all warranties, as-builts, owner’s manuals and any other documents required by the project’s specifications.
 3. All Owner training has been performed and training documentation submitted and approved by the Construction Manager.
 4. All Owner’s stock materials have been provided and Owner’s receipt documented.
 5. Final Release of Liens have been provided by the Trade Contractor, and all its sub -Trade Contractors and vendors that have provided notice to the project.
 6. A Consent of Surety to Final Payment has been provided by the Trade Contractor’s surety if Trade Contractor bonding is required under Article 6 of this Agreement.
 7. The Construction Manager has received payment in full for the work of this Trade Contractor.
- 3.6 No payment made under this Agreement, including the final payment, will be conclusive evidence of the performance of the work, either wholly or in part, and no payment will be construed as an acceptance of defective work or improper materials.

ARTICLE 4 - The Contract Documents

- 4.1 The Contract Documents consist of this Agreement and any attachments hereto, the Conditions of Contract between the Construction Manager and Trade Contractor, the project drawings and specifications listed in Attachment A to this Agreement and The Construction Manager’s Agreement with the Owner.
- 4.2 The Trade Contractor agrees to perform the work under the general direction of the Construction Manager and subject to the final approval of the Architect/Engineer or other specified representative of the Owner, in accordance with the Contract Documents.
- 4.3 The Trade Contractor agrees to be bound to and assume toward the Construction Manager all of the obligations and responsibilities that the Construction Manager, by these documents, assumes toward the Owner. Contract Documents are available, at reasonable times, at the office of the Construction Manager for examination by the Trade Contractor.
- 4.4 If there is a provision for liquidated damages in the Contract Documents, the Trade Contractor will be liable to the Construction Manager for any liquidated damages for which the Construction Manager is held responsible by reason of the failure of the Trade Contractor to prosecute the work diligently and properly.
- 4.5 No extra work will be performed under this Agreement, except upon receipt of a written order from the Construction Manager.

ARTICLE 5 - Insurance and Indemnity



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
Project	Project name Address City, STATE ZIP	Contract No.:	XXXX-XXXXX SCOPE OF WORK

- 5.1 The Trade Contractor agrees to, at the time of execution of this Agreement to furnish the Construction Manager with Certificates of Insurance certifying that the Trade Contractor is protected on the work with Workers' Compensation and Employer's Liability, Public Liability and Bodily Injury, Property Damage insurance, and any other insurance as required by the Contract Documents.
- 5.2 **Delegated Design Professional Liability Insurance:** If the scope of Work under this Agreement includes the Delegated Design of any material, system or scope provided under this agreement, including the scope of work of its subcontractors or consultants, the Trade contractor, or the entity providing the Delegated Design, shall procure and maintain, at its sole cost and expense, Professional Liability with limits as set forth below. Such coverage shall be maintained for the duration of the project and for a period of two (2) years following project substantial completion, or as otherwise required by applicable law or the terms of this Agreement, whichever is longer.
- 5.3 The Trade Contractor will furnish Certificates of Insurance, with the Construction Manager's project name and number stated on the certificates, listing Culpepper Construction Company, Inc., and the projects Owner listed as an additional insured, and such certificates are to be submitted within 72 hours of receiving Notice of Intent to Award.
- .1 All policies are to be written by insurance companies with an A.M. Best rating of A- or better.
 - .2 All policies are to be written by insurance companies authorized to issue coverage in the State where the project is located.
 - .3 All Certificates are to contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, nor materially altered, without thirty (30) days written notice to the home office of Culpepper Construction Company, Inc."
 - .4 Culpepper Construction Company, Inc. shall be named on the General Liability, Commercial Auto and the Umbrella policies, and all such polies shall provide that all coverage is primary and noncontributory.
- 5.4 To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella, Professional Liability and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.
- 5.5 The Trade Contractor will not be permitted to start work at the construction site until these Certificates are filed with the Construction Manager. Compliance by the Trade Contractor with foregoing requirement, as to carrying insurance and furnishing Certificates, will not relieve the Trade Contractor of its liabilities and obligations.
- 5.6 **Coverage Limits:** The coverage and amounts below are minimum requirements and do not establish limits to the Trade Contractor's liability. Other coverage and higher limits may be provided at the Trade Contractor's option and expense.

Workers Compensation and Employers Liability

Each Accident:	\$500,000
Disease Policy Limit:	\$500,000
Disease Each Person:	\$500,000

General Liability Insurance

Each Occurrence:	\$1,000,000
Medical Exp. (Any one person)	\$5,000



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
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Personal & Adv. Injury	\$1,000,000
Products & Completed Operations	\$2,000,000
General Aggregate	\$2,000,000

Automobile Liability including owned, non-owned and hired automobiles. Automobiles of Trade Contractors and material suppliers must have this protection.

Combined Single Limit	\$1,000,000
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Excess Umbrella Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

Professional Liability (* If required under Article 5.2)

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

5.7 To the fullest extent permitted by law, the Trade Contractor agrees to indemnify and hold harmless, the Construction Manager, the Owner, the Architect/Engineer, and all of their agents and employees from and against claims, damages, loses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance or failure in performance of the Trade Contractor's work under this Agreement provided that any such claim, damage, loss, or expenses (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from, (2) is caused, in whole or in part, by any negligent act or omission of the Trade Contractor or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, regardless of whether caused in part by a party identified hereunder. Such obligations will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph, in any and all claims against the Construction Manager, or any of its agents or employees, by any employee of the Trade Contractor, or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this Paragraph 5.7 will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Trade Contractor under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

5.8 The Obligations of the Trade Contractor, under Paragraph 5.7, will not extend to the liability of the Architect/Engineer, his agents, or employees arising out of: the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs, or specifications and/or the giving or failure to give directions or instructions by the Architect/Engineer, his Agents or Employees, providing such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 6 – TRADE CONTRACTOR BONDING REQUIREMENTS

6.0 PERFORMANCE AND PAYMENT BONDS FURNISHED BY TRADE CONTRACTOR

<input checked="" type="checkbox"/>	The requirements of Articles 6.1 and 6.2 are applicable to this agreement.
<input checked="" type="checkbox"/>	The requirements of Articles 6.1 and 6.2 are not applicable to this agreement.

If neither of the above boxes are checked, then the requirements of Articles 6.1 and 6.2 are applicable to this agreement.



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
Project	Project name Address City, STATE ZIP	Contract No.:	XXXX-XXXXX SCOPE OF WORK

- 6.1 The Trade Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Bond on the Bond forms issued with this Agreement. Bonds must be issued by a surety with an AM Best Rating of "A" or better, and be acceptable to the Construction Manager. All bonds must be accompanied by a Power of Attorney.
- 6.2 Bonds will remain in full effect during the warranty periods required by the Contract one (1) year from date of Substantial Completion, unless otherwise specified). The Construction Manager retains all rights of recourse against these bonds if the Trade Contractor fails to remedy defects during the warranty period.

ARTICLE 7 - Warranty

- 7.1 The Trade Contractor agrees to promptly make good, without cost to the Owner or Construction Manager, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the Contract Documents. If no such period be stipulated in the Contract Documents, then such guarantee will be for a period of one (1) year from date of completion and acceptance of the work by the Owner. The Trade Contractor further agrees to provide any and all guarantees as required by the terms of the Contract Documents, as a condition precedent to final payment.

ARTICLE 8 - Changes in the Work

- 8.1 The Trade Contractor may be ordered in writing by the Construction Manager, without invalidating this Agreement, to make changes in the work within the general scope of the Agreement. These changes may consist of additions, deletions, or other revisions, the Contract Sum and the Contract time being adjusted accordingly. The Trade Contractor, prior to the commencement of such changed or revised work, will submit promptly to the Construction Manager written copies of any claim for adjustment to the Contract Sum and Contract Time for such revised work in a manner consistent with the Contract Documents.
- 8.2 The actual cost of Changes in the Work may include all items of labor, material, power tools and equipment actually used, pro rata charges for foremen and all payroll charges such as Public Liability and Workmen's Compensation Insurance. Field overhead will not be considered as part of actual Net Cost for work performed by a Trade Contractor. If deductions are ordered, the credit will be the net cost. Items considered as overhead will include; offsite project management, administration costs, time-keepers, clerks, and watchmen, use of small tools, incidental job burdens, and general office expenses. The percentages for overhead and profit will be the lesser of the following;
 - 1) The amount permissibly established by the Contract Agreement between the Owner and Construction Manager or,
 - 2) 15% for Trade Contractors work and 7.5% applied to sub-Trade Contractors work
- 8.3 The amount to be paid by the Construction Manager for changes in the work, as outlined in Paragraph 8.1and 8.2 above, will be made as outlined in the project specifications.
- 8.4 All claims for additional cost or time must be submitted to the Construction Manager within 14 days of the event giving rise to the claim, or within the time limits specified in the Owner/Construction Manager Agreement, whichever is less. For claims related to modifications to construction documents, requests for information, architectural supplemental instructions, or Construction Manager directives, the time-period begins on the date the



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
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Construction Manager transmits the relevant document to the Trade Contractor. For all other claims, the time-period begins on the date of the event or when the Trade Contractor becomes aware of the event.

ARTICLE 9 - Trade Contractor's Responsibilities

- 9.1 The Trade Contractor will provide sufficient, safe, and proper facilities at all times for the inspection of the work by the Construction Manager and the Owner, or their authorized representatives. The Trade Contractor will, within twenty-four (24) hour notice from the Construction Manager, proceed to take down all portions of the work and remove from the ground or buildings, all materials, whether worked or unworked, which the Construction Manager, the Owner or their authorized representatives will condemn as unsound or improper, or as in any way failing to conform to the Contract Documents. The Trade Contractor will make good at his own expense, all work damaged or destroyed thereby.
- 9.2 The Trade Contractor agrees, in the performance of the Agreement, to comply with all Federal, State, Municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby, to pay all fees, charges, assessments, and taxes, including sales and use taxes, and to pay all fringe and other benefits required by Agreement or law.
- 9.3 The Trade Contractor agrees that all equipment, materials, devices, or manufactured materials furnished under this Agreement, which are not of the Trade Contractor's design, composition, or manufacture, will be free and clear of infringement of any valid patent, copyright, or trademark. The Trade Contractor will indemnify and hold harmless, the Construction Manager and Owner from any and all expense, liability, and loss of any kind, including attorney's fees, resulting from suits or actions alleging such infringement.
- 9.4 Should the Trade Contractor become insolvent, or at any time refuse or neglect to supply a sufficiency of properly skilled workers or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance or any of the agreements herein contained, the Construction Manager may provide written notice and after seventy-two (72) hours of the written notice to the Trade Contractor, if the Trade Contractor has failed to cure to the acceptance of the Construction Manager or provide a recovery plan acceptable to Construction Manager, then the Construction Manager will be at liberty to provide any such labor, equipment, and materials and deduct the cost thereof from any money then due or thereafter to become due to the Trade Contractor under this Agreement. If such refusal, neglect, or failure is sufficient ground for such actions, the Construction Manager will also be at liberty to terminate the employment of the Trade Contractor. Consequently, the Construction Manager may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such discontinuance of the employment, the Trade Contractor will not be entitled to receive any further payment under this Agreement until the said work will be wholly finished. If the unpaid balance of the amount to be paid under this Agreement will exceed the expense incurred by the Construction Manager in finishing the work, such excess will be paid by the Construction Manager to the Trade Contractor. If such expense will exceed such unpaid balance, the Trade Contractor will pay the difference to the Construction Manager. The expense incurred by the Construction Manager, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, will be chargeable to the Trade Contractor. **THIS OBLIGATION FOR PAYMENT SURVIVES THE TERMINATION OF THE AGREEMENT.**



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
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- 9.4.1 Notwithstanding the above paragraph, the Construction Manager reserves the right to terminate this Agreement for its convenience upon written notice to the Trade Contractor. In such instance, the Trade Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination. No payments will be made for anticipated overhead and profit. Prior to making any payments under this clause, the Construction Manager will have the right to audit the records of the Trade Contractor.
- 9.5 The Trade Contractor agrees to adhere to the Federal Occupational Health and Safety Act, State and local safety regulations and the Construction Manager’s Safety Program, so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.
- 9.6 In the event the Trade Contractor, after twenty-four (24) hours written notice from the Construction Manager, fails to take corrective action to insure compliance with said safety regulations and/or removal of rubbish and debris resulting from his work, the Construction Manager will undertake these obligations and charge the cost of same to the Trade Contractor's account without further notice to the Trade Contractor.
- 9.7 The Trade Contractor agrees to notify the Construction Manager's representative on the jobsite of all accidents which may occur to persons or property and will provide the Construction Manager's representative with a copy of all accident reports on appropriate forms. All reports will be signed by the Trade Contractor or his authorized representative and submitted within forty-eight (48) hours of occurrence.
- 9.8 The Trade Contractor will procure its materials from such sources and employ such labor subject to contract terms and conditions, in order to insure harmonious labor relations on the site and prevent strikes or labor disputes by its employees. The Trade Contractor, in the event of a labor dispute including strikes, will take whatever action is required in order to prevent the disruption of work on the project site.
- 9.9 The Trade Contractor will not assign this agreement, nor sublet the whole or any part of the work to be performed hereunder, without the prior written consent of the Construction Manager. In the event of such consent, a Sub - Trade Contractor must comply with all the requirements of this Agreement.
- 9.10 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades will be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done. The Trade Contractor will be bound by, and will abide by; all such adjustments and settlements of jurisdictional disputes whether or not the Trade Contractor is signature bound by the Agreement establishing the impartial Jurisdictional Disputes Board and/or its successors. The Trade Contractor agrees not to cause a work stoppage due to the jurisdictional assignment of work.
- 9.11 The Trade Contractor will submit to the Construction Manager upon request, copies of orders placed for the various materials required for the project or authentic stock list if such material is normally a stock item. Order copies need not reflect prices but should indicate type of material, quantity, vendor name and address, etc. The Trade Contractor will be required to submit to the Construction Manager a monthly material status report, or more often if required by the Construction Manager, as a prerequisite for the Monthly Progress Payments. The Trade Contractor will notify the Construction Manager immediately upon learning of a change of status of any material, equipment, or supplies.
- 9.12 The Trade Contractor will continuously and adequately protect all his work and will immediately replace all damaged



TRADE CONTRACTOR AGREEMENT

Construction Manager	Culpepper Construction Company, Inc. 1538 Metropolitan Blvd. Tallahassee, FL 32308	Trade Contractor:	Name Address City, state zip
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and defective work.

- 9.13 The Trade Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the Construction Manager and other trades in order to maintain the Construction Progress schedules as established by the Construction Manager. In the event that his force is, in the judgment of the Construction Manager, inadequate to meet the established schedules during the regular working hours, the Trade Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to the Construction Manager. If for reasons not already stated, the Construction Manager requires and directs the Trade Contractor to accelerate the work, the Trade Contractor will be reimbursed for the net *premium labor cost and overhead and profit on those costs in accordance with Article 8.2. The net premium labor cost is the actual overtime premium cost, excluding the regular hourly wage cost, and including applicable taxes or wage additives required by formal trade agreements or by law.*
- 9.14 The Trade Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings. If required, the Trade Contractor will substantiate this employment of competent personnel to the Construction Manager's satisfaction before initiating any work.
- 9.15 The Trade Contractor will insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Trade Contractor or provided by others, are in a safe, sound and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations.
- 9.16 If the Trade Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Construction Manager or the Architect/Engineer, or by any employee of either, or by any separate Contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Trade Contractor's control, or by delay authorized by the Owner or Construction Manager pending arbitration, or by any other cause which the Construction Manager determines may justify the delay, then the contract time will be extended by amendment for such reasonable time as the Construction Manager and Owner may determine. In the event that a conflict exists between this section (9.16) and a like clause contained in a document having higher precedence, such like clause will have preference to the extent of the conflict.
- 9.17 "Right-to-Know". Each Trade Contractor is required to implement the provisions of the Right-to-Know law, if any, as enacted by the state in which the work is being performed. Before using on site any material listed in the Right-to-Know substance list, each Trade Contractor will furnish the Construction Manager a copy of the material safety data sheet for that substance.
- 9.18 Every week, at a time designated by the Construction Manager, a jobsite meeting will be held to review project coordination and safety issues. All Trade Contractors' field supervision will attend these meetings, as required or directed by the Construction Manager. **Failure of the Trade Contractor to attend any of these meetings shall constitute nonperformance of the work by the Trade Contractor and the Construction Manager shall reserve the right to withhold progress payments.**



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- 9.19 The Trade Contractor shall see to it that his employees park in legal areas only, either designated construction parking areas established by the Construction Manager, or alternative parking arranged by the Trade Contractor. The Construction Manager makes no guarantee that the designated parking areas, either on or off site, are sufficient to accommodate the employee parking needs of the Trade Contractor(s). If additional parking is required for the Trade Contractor’s personnel or vehicles, the Trade Contractor shall arrange and pay for any additional parking provisions, without additional cost to the Construction Manager.
- 9.20 Cleanup: The Trade Contractor, during construction, shall perform a daily cleanup to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish, wind-blown debris and other trash resulting from his construction operations. The Trade Contractor shall, daily, deposit all such trash in dumpsters located at designated trash pickup areas. Trade Contractors causing dirt or debris to be deposited on any public highway, road, street, or on any other public or private property shall be responsible for the immediate cleanup of that public or private property to the satisfaction of the Construction Manager. Failure of any Trade Contractor to maintain a clean site and to clean up public areas, as required by these Conditions, will be the basis for the Construction Manager to issue a written notice of Contract non-compliance. Should this "Notice to Correct" not be complied with within 24 hours, the Construction Manager shall authorize the necessary cleanup work to be performed by others. The total costs incurred will be deducted from monies due the Trade Contractor, or in the case of more than one Trade Contractor failing to clean an area of concurrent occupancy and/or activity, costs will be borne by the Trade Contractors involved on a pro-rate basis as determined solely by the Construction Manager.
- 9.21 No eating will be allowed in the building (or areas of the building) after building finishes have begun, or as directed by the Construction Manager.
- 9.22 Smoking is strictly prohibited inside the building(s) at all times. At the Owner's discretion, the Construction Manager may designate an outdoor smoking area on the site, but is not obligated to do so.

ARTICLE 10 - Construction Manager Responsibilities

- 10.1 The Construction Manager will be bound to the Trade Contractor by the terms of this Agreement. To the extent that the provisions of the Contract Documents between the Owner and the Construction Manager apply to the work of the Trade Contractor as defined in this Agreement, the Construction Manager will assume toward the Trade Contractor all the obligations and responsibilities that the Owner, by those documents, assumes toward the Construction Manager. The Construction Manager will have the benefit of all rights, remedies, and redress against the Trade Contractor which the Owner, by those documents, has against the Construction Manager. Where any provision of the Contract Documents between the Owner and the Construction Manager is inconsistent with any provision of this Agreement, this Agreement will govern.
- 10.2 The Construction Manager will not give instructions or orders directly to employees or workers of the Trade Contractor except to persons designated as authorized representatives of the Trade Contractor.
- 10.3 The Construction Manager will pay the cost of utility USE charges for temporary water and electrical power furnished the project site during the construction period, for the performance of the work only. 110 Volt GFI Power centers for miscellaneous tools and equipment used in the Work will be provided by the Construction Manager, through the Electrical Trade Contractor. Each Trade Contractor shall be responsible for providing its employees with ground fault interrupters for extension cords in accordance with OSHA requirements.



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- 10.4 Temporary artificial lighting shall be provided in enclosed work areas and all other work areas when natural lighting does not meet minimum requirements. Temporary artificial lighting in work areas shall produce minimum illumination of 30 foot – candles and be provided by the electrical Trade Contractor. Any Trade Contractor requiring temporary lighting in addition to that specified, including lighting for security, temporary offices, storage, shops and other construction buildings, shall arrange and pay for such additional temporary lighting.
- 10.5 The Construction Manager will be responsible to furnish, install and maintain minimal temporary fire protection equipment, materials, supplies and service within the buildings throughout the construction period in accordance with the requirements of all applicable codes and standards. The Trade Contractor is responsible for providing all provisions associated with specific fire protection requirements associated with the performance of his work.
- 10.6 The Construction Manager will provide trash containers (dumpsters), located in trash pick-up areas designated by the Construction Manager. The Trade Contractor, each day, shall collect and deposit in the containers, all rubbish, waste materials, debris and other trash from his operations, including any trash from food or beverages by his employees. The following types of materials, scrap, debris, etc., shall not be placed in the dumpsters for disposal by the Construction Manager, but shall be removed from the site and disposed of in legal and approved disposal areas by the individual Trade Contractor involved:
 - concrete, forms, form work, and timbers
 - sheetrock, gypsum board, plaster, brick
 - block, tile and masonry units
 - Demolition debris and hazardous materials such as paint cans, mastic containers, and other items as deemed hazardous by the local authority having jurisdiction.

ARTICLE 11 - Equal Opportunity

- 11.1 During the performance of this Agreement, the Trade Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Trade Contractor will comply with all Federal, State and local laws and regulations regarding equal employment opportunities.

ARTICLE 12 - Alterations

- 12.1 Limitation of Remedy: No Damages for Delay. The exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by, or attributable to the Construction Manager, Owner, Architect, or Architect’s Consultants, and including claims based on breach of contract or negligence, will be an extension of the contract time.
- 12.2 In the event of a change in the work, the Trade Contractor’s claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes, plus no more than the overhead and profit allowable under Article 8.2.
- 12.3 The Trade Contractor hereby expressly agrees that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the contract price, damages, losses or additional compensation.
- 12.4 Any claims by the Trade Contractor for delay or additional cost must be submitted to the Construction Manager



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within the time and in the manner in which the Construction Manager must submit such claims to the Owner. Any failure to comply with these conditions for giving notice and submitting claims will result in the waiver of such claims.

- 12.5 In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
- 12.6 This Agreement is executed in Tallahassee, Florida and shall be construed under the laws of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Leon County, Florida, and each party waives the right to change of venue.

ARTICLE 13 - Complete Agreement

- 13.1 This Agreement, together with all Documents, Specifications, Drawings, incorporated herein by reference, constitute the entire Agreement between the Construction Manager and Trade Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular project involved herein.
- 13.2 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.



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IN WITNESS WHEREOF, they have hereunder set their hands the day and date first above written.

CONSTRUCTION MANAGER

Culpepper Construction Company, Inc.

By: _____
(Signed)

Date: _____

Witness:

Date: _____

TRADE CONTRACTOR

Trade Name

By: _____
(Signed)

Date: _____

Witness:

Date: _____