

# JOHNSON COUNTY WESTSIDE SCHOOL DIST. HARTMAN, ARKANSAS

## PRIMARY SCHOOL ADDITION

### Construction Management Manual



#### **CONSTRUCTION MANAGER**

Van Horn Construction, Inc.  
790 Tyler Road  
Russellville, AR 72802  
479-968-2514

#### **ARCHITECT**

Architecture Plus, Inc.  
907 South 21<sup>st</sup> Street  
Fort Smith, AR 72901  
479-783-8395

**CONFIDENTIALITY NOTE: THIS CONSTRUCTION MANAGERS MANUAL IS INTENDED ONLY FOR THE USE OF BIDDERS OF VAN HORN CONSTRUCTION PROJECTS. IT CONTAINS INFORMATION WHICH IS CONFIDENTIAL NOT SUBJECT TO DISCOURSE. ANY USE OF THIS INFORMATION OR DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MANUAL OTHER THAN FOR THE PURPOSE OF BIDDING A VAN HORN CONSTRUCTION PROJECT, IS STRICTLY PROHIBITED. THANK YOU**

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# Section 001

## Introductory Information

# General Information

## **PROJECT ADDRESS**

JC Westside Elementary School Campus  
193 School Street  
Hartman, AR 72840

## **CONTRACTOR INFORMATION**

Van Horn Construction, Inc.  
790 Tyler Road  
Russellville, AR 72802  
Telephone: 479-968-2514  
Fax: 479-968-2570  
Contact: Dale Brown

## **OWNER INFORMATION**

Johnson County Westside School District  
1535 Rabbit Hill Road  
Hartman, AR 72840

## **ARCHITECT INFORMATION**

Architecture Plus, Inc.  
907 South 21<sup>st</sup> Street  
Fort Smith, AR 72901  
Telephone: 479-783-8395  
Contact: H. Craig Boone, AIA

END OF SECTION

Section 002

Invitation to Bid

# Invitation to Bid

**PROJECT:** JC Westside Primary School Addition  
**PROJECT LOCATION:** 193 School Street, Hartman, Arkansas  
**BID DATE:** 12-17-2024  
**BID TIME:** 2:00 pm  
**BID LOCATION:** Van Horn Construction, 790 Tyler Rd, Russellville, Arkansas  
**BID EMAIL:** [dbrown@vanhornconstruction.com](mailto:dbrown@vanhornconstruction.com)

Bids may be submitted via sealed envelope, facsimile to 479-968-2570 or electronic mail. Once the time to receive bids has elapsed, the bids will be publicly opened and read aloud at **Time. 2:15pm**

## **BID PACKAGES**

See Section 005 of the Construction Management (CM) Manual for bid package descriptions.

## **PROCESS FOR SUBMITTING BIDS**

Refer to the Instructions to Bidders section in the CM Manual for directions on submitting bids. Bids must be based on a lump-sum amount and must be inclusive of all bid package requirements. Bids will be opened publicly.

Include on sealed bid proposal envelope the name of the project and bid package number. If submitting more than one package, then each bid for each package must be in separate sealed envelopes. Faxed bids are also acceptable. Please send faxed bid to 479-968-2570 or email to [dbrown@vanhornconstruction.com](mailto:dbrown@vanhornconstruction.com) or [nkuras@vanhornconstruction.com](mailto:nkuras@vanhornconstruction.com).

All bidders must be licensed in the State of Arkansas, as provided by Act 142 of 1967, amended by Act 293 of 1969, and Act 397 of 1971, and Act 546 of 1971, as enacted by the General Assembly of the State of Arkansas.

## **EXAMINATION OF AND OBTAINING CONSTRUCTION DOCUMENTS**

Plans and Specifications, Bid Forms, and Contract Documents may be EXAMINED and/or purchased at the following locations (No partial sets will be issued):

Architecture Plus, Inc.  
907 South 21<sup>st</sup> Street  
Fort Smith, AR 72901

Van Horn Construction, Inc. (Construction Manager)  
790 Tyler Road  
Russellville, AR 72802

Burriss Reprographics, Inc.

113 S. Arkansas Ave.  
Russellville, AR 72802

Plans may be downloaded at no charge by visiting the Construction Manager's website at [www.vanhornconstruction.com](http://www.vanhornconstruction.com).

### **PRE-BID MEETING**

There will be a **non-mandatory** Pre-Bid meeting scheduled for **Date 12-9-2024, 2 pm, Job Site**; the bidder is required to evaluate existing conditions at the site. Bidder accepts existing conditions whether noted in the Drawings and/or Specifications or not.

### **FINAL QUESTION DEADLINE**

Requests for information, clarifications, and questions shall be submitted to the Construction Manager no later than **2 pm Wednesday, 12-11-2024**. Project engineer shall issue addendums as he deems appropriate to answer questions.

### **OBLIGATIONS OF BIDDERS**

Successful bidders providing a complete, responsive, and responsible bid will be required to execute a Subcontract with Van Horn Construction, Inc. which is available for review in the CM Manual. Additionally, bidders must be prepared to provide insurance as specified in the CM Manual. Bidders must comply with regulatory and licensing requirements of the State of Arkansas as well as all other applicable State statutes. To be considered, bidders must be licensed on day of bid opening. By providing a bid, firms accept the obligation to honor bids for a period of 30 days after the bid openings.

Subcontractor's attention is called to the Owner's requirement of mandatory background checks of all employees who will physically be on the Owner's property. Please list on your bid proposal the number of employees you will have on site to complete the project. VHC will cover the cost for this listed number. If any additional employees are used, it will be at Subcontractor's expense.

The Owner and Construction Manager reserve the right to reject any or all bids, based on availability of funding, to waive formalities in the bids received, to evaluate bids, and to accept any bid or bids which, in their opinion, may be in the best interest of the Owner.

### **BID GUARANTEE AND PERFORMANCE BONDS**

**Each bid will include a bid bond in the amount of 5% of the total bid offered payable to Van Horn Construction, Inc., if bid exceeds \$50,000.** It will be in the form of a cashier's check or insurance surety bond using AIA Document A310 with Power of Attorney attached. Bond is to be made payable to Van Horn Construction, Inc.

**A "Performance and Payment Bond", if total amount exceeds \$50,000, or a "Supply Bond", if the total amount exceeds \$100,000, in the amount of 100% of the total amount of the bid, will be furnished by the successful bidder within ten (10) days after receipt of the Owner's, referred to in this specification, intent to award notice. Failure to furnish the required bonds may cause forfeiture of bid guarantee to the owner as liquidated damages.**



The "Performance and Payment Bond" or the "Material Supply Bond" will be in the amount equal to 100% of the contract price as security for the faithful performance of this contract price and for payment of all indebtedness for labor and materials furnished or performed in connection with this contract. The bond will be written by a surety company which is qualified and is authorized to do business in the State of Arkansas, according to A.C.A. 22-9-402(a)(b) and filing with said bond, his power of attorney as his authority. The bond will be written in favor of the Construction Manager and executed per Arkansas state law. An original and two (2) copies of the bond must be furnished, with power of attorney attached to each.

**EQUAL OPPORTUNITY EMPLOYER**

All qualified small, minority owned, and women owned business enterprises are encouraged to submit Bids.

# Supplemental Invitation to Bid

## GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

These General Instructions, Terms and Conditions and any special terms and conditions become a part of any executed contract in the event any part or the entire bid is accepted by the Construction Manager referred to in this specification.

## DEFINITION OF TERMS

ITB shall mean Invitation to Bids.

The words vendor, bidder, offeror, company, proposer, and contractor may be used synonymously in this document.

The terms "District" or "Owner" are used interchangeably and refer to the School District referred to in this specification.

The term "CM/GC" or "CM" or "Contractor" are used interchangeably and refer to the Construction Manager/General Contractor referred to in this specification.

## PROPOSAL INSTRUCTIONS

Should a bidder find discrepancies in, or omissions from the drawings, or documents, or should they be in doubt as to their meaning, bidder shall at once notify the Architect, who will send written instructions to all bidders. Neither Owner nor Architect will be responsible for any oral instruction. Transmit pre-bid questions to Architect, using the Request for Information form found in Section 007. RFI will be answered and returned to bidder. If answer warrants change to contract documents during bidding, it will be listed in an addendum.

## SUBMISSION OF BID

Bids must be submitted using the forms included on or before the date and time specified for bid opening. Each bid should be placed in a separate envelope completely and properly identified per **the Instructions to Bidders**. Late bids will not be considered under any circumstances.

Failure to sign the bid may result in disqualification. The person signing the bid should show title or authority to bind his/her firm to a contract. Signatures must be in ink or typed.

Bids may be submitted to the Construction Manager's office via facsimile or electronic mail. The fax number is 479-968-2570. Address electronic mail to [dbrown@vanhornconstruction.com](mailto:dbrown@vanhornconstruction.com) or [nkuras@vanhornconstruction.com](mailto:nkuras@vanhornconstruction.com).

## ASSIGNMENTS

Neither this contract nor any interest therein nor claim there under made shall be assigned or transferred by the contractor except as expressly authorized in writing by the CM. No contract, subcontract or agreement shall be made by the contractor with any other party for furnishing any of the products, work or services herein contracted without the written approval of the CM/GC.

## **CONFLICT OF INTEREST**

By submitting a bid, the subcontractor represents and warrants that no director, board member or employee of the Owner is in any manner interested directly or indirectly in the bid or contract which may result from the bid or in any of the expected profits which might arise there from; further, that no attempt has been made to influence or gain favorable advantage by communicating directly or indirectly with any official of the Owner. It is understood that any action taken which might tend to degrade the integrity of the competitive bidding process will be considered as grounds for disqualification or a breach of this contract.

## **CONTRACT CHANGES**

In no event shall any understanding or agreement, contract modification, change order or other matter which would constitute a deviation from the terms of this contract be effective or binding upon the CM/GC unless expressly stated and agreed to in writing executed by the CM possessing contractual authority for said CM.

## **CONTRACT GUIDELINES**

Offerors agree that a contract does not become effective until it is awarded and a written agreement, purchase order, award letter, or other notice to proceed is executed or issued by the CM.

## **INDEMINIFICATION AND LEGAL COMPLIANCE**

The Subcontractor shall always observe and fully comply with all Federal, State, and local laws, statues, orders, ordinances, and regulations applicable to Subcontractor's Work. The subcontractor agrees to save, hold harmless and to indemnify the CM and the Owner, its agents, employee, officers, and board members ("Indemnities") against any and all liability, losses, claims or costs of whatsoever kind or nature relative to the performance of the contract or any occurrence or accident in connection with breach of contract, default or the performance of any Work, services or products supplied, pursuant to the award, whether to property or persons. Further, Subcontractor shall indemnify, hold harmless and defend the CM and the Owner, its agents, employees, officers and board members from any lawsuits, cause of action, claims, liabilities and damages, of any kind and nature, including but not limited to, attorney's fees and costs, arising out of the performance of this contract whether attributable in whole or in part to any act, omission or negligence of the CM, its agents or employees, including, but not limited to, any and all lawsuits, causes of action, claims, liabilities, and damages which the CM, its agents or employees may sustain by reason of the injury to or death of any person or persons or the damage to , loss of use of or destruction of any property resulting from Work undertaken herein. Notwithstanding any language to the contrary and consistent with Ark. Code Ann. 4-56-104, Contractor's obligation to indemnify and hold harmless the indemnities as provided herein shall not, in any event, include any damage from death, bodily injury to a person, or damage to popery arising out of the sole negligence of the Indemnities.

## **MINORITY BUSINESS POLICY**

It is the policy of the Owner and CM referred to in this specification that minority business enterprises shall have the maximum opportunity to participate in the Owner's or the CM purchasing process. Therefore, the Owner and the CM encourages all minority businesses to compete for goods, services, and construction contracts.

## **NON-COLLUSIVE AFFIDAVIT**

By submitting a bid, the company and the individual personally signing the bid represent and warrant that such bid is genuine and is neither collusive nor made for or on behalf of any person not named, and that he/she has neither induced nor solicited any other company to place a sham bid nor directly or indirectly caused another company to refrain from or be unable to present a bid.

## **NON-DISCRIMINATION**

the company shall not discriminate against, or segregate, a person or a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, familial status, national origin, ancestry, disability or condition of acquired immune deficiency syndrome, (AIDS) or AIDS-related complex in carrying out its duties and obligations pursuant to this agreement nor shall the company or any person claiming under or through the company establish or permit any such practice or practices of discrimination or segregation. The company must include in all subcontracts a provision similar to the proceeding.

## **PENALTY FOR COLLUSION**

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid, colluded with any other party or parties, then, in the sole discretion of the CM, the contract so awarded shall be null and void or considered breached and the subcontractor shall be liable to the Owner or CM for any and all loss and damage of whatsoever nature, which the Owner or CM may seek a new subcontractor.

## **PROPRIETARY INFORMATION**

All information submitted in response to this bid, excluding any information deemed competitive in nature or otherwise trade secret, proprietary or confidential which will be identified to the CM prior to construction in accordance with Uniform Trade Secrets Act and Freedom of Information Act, is public after the bid opening. The bidder should not include as a part of the response to the invitation to bid any information which the bidder believes to be a trade secret or otherwise privileged or confidential unless the material is supplied under separate cover and identified as confidential. The CM will endeavor to keep that information confidential. Subcontractor acknowledges that information in the possession of the CM may be subject to the provisions of the Arkansas Freedom of Information Act.

## **REJECTION OF BID**

The Owner or CM/GC may reject all bids and may reject a bid of any party who has failed to perform, been unfaithful and/or delinquent in any former relationship with the Owner or CM/GC. The Owner and CM reserves the right to waive any irregularities or formalities in any solicitation or bid response. The Owner and CM shall be the sole judge as to which bid is best and, in determining that fact, may consider the subcontractor's business integrity, financial resources, experience, facilities and/or capacity for performing the work.

## **RESERVATIONS**

This ITB does not commit the Owner or the CM to award a contract, to pay any costs incurred in the preparation of a bid in response to this invitation, or to procure or contract for services or supplies. The Owner and the CM reserves the right to accept, or reject, in part or its entirety, any bid received because of this ITB, if it is in the best interest of the Owner or CM to do so.

**SEVERABILITY**

The finding or determination of any part of the General Instruction, Terms and Conditions is void, unenforceable, invalid, or voidable shall result in only that part being stricken with the remainder to continue in full force and effect.

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

The company may be required, upon request, to prove to the satisfaction of the CM that they have the skill, experience and the necessary facilities and financial resources to perform the contract in a satisfactory manner and within the required time. If the evidence of competency is not satisfactory, the bid of such company may be rejected.

**WITHDRAWAL OF BID**

**No bidder may withdraw their Bid within thirty (30) days after the actual date of the bid opening.**

END OF SECTION

## Section 003

# Instructions for Procurement

# Instruction to Bidders

The following instructions shall be adhered to in preparing and submitting of proposals:

1. Johnson County Westside Primary School Addition.
2. Proposals from qualified Trade Contractors will be received at the time and place specified in Section 002 Invitation to Bid. Proposals must be delivered in a sealed envelope or faxed to **479-968-2570**. They may be transmitted via electronic mail to [dbrown@vanhornconstruction.com](mailto:dbrown@vanhornconstruction.com) or [nkuras@vanhornconstruction.com](mailto:nkuras@vanhornconstruction.com).
3. **IMPORTANT:** Trade Contractors planning to submit a bid for one (1) or more bid packages on the JC Westside Primary School Addition must include the following information for **each** bid submitted at the time of bidding:
  - a) Trade Contractors planning to submit a bid for one (1) or more packages on the **JC Westside Primary School Addition** project must include the following information for each bid submitted at the time of bidding:
    - i) Fully executed Form of Proposal
      - 5% Bid bond or Certified Check in amount of 5% of the Bid, if total bid exceeds \$50,000
      - A Performance Bond and a Payment Bond each in the amount of 100% of the Contract Price, will be required if total bid exceeds \$50,000. Bond is to be made payable to Van Horn Construction, Inc.
    - b) Material Purchase Order Vendors planning to submit a bid for one (1) or more bid packages on the **JC Westside Primary School Addition** project must include the following information for each bid submitted at the time of bidding:
      - i) Fully executed Form of Proposal
        - 5% Bid bond or Certified Check in amount of 5% of the Bid, if total bid exceeds \$50,000
        - Material Purchase Order Contracts in-excess-of \$100,000 must include the cost of a supply bond. Bond is to be made payable to Van Horn Construction, Inc.
    - c) If hand delivered, provide these documents in separate sealed envelopes for each Bid Package. Deliver sealed envelopes to the address below with the following information on the front of the envelope:

**Van Horn Construction, Inc.**  
**790 Tyler Road**  
**Russellville, AR 72802**

**BID FOR: JC Westside Primary School Addn.**

**Bid Package:** \_\_\_\_\_.

4. **No modifications to contracts or bid packages are allowed.**
5. **No bidder may withdraw their Bid within thirty (30) days after the actual date of the bid opening.**
6. All firms submitting proposals warrant that they have visited the site prior to the submission of their proposal, for the purpose of understanding and accepting all conditions in and around the site. Additionally, each Trade Contractor, by submitting his proposal, represents that he has familiarized himself with the Proposal Documents and his proposal is made in accordance therewith. Such representation includes the responsibility to review all specification sections and drawings which relate to the Trade Contractor's work and includes in his proposal all applicable work described in those related documents.
7. All questions which may arise in preparing the proposal shall be submitted in writing to the Construction Manager no later than seven (7) business days prior to the proposed due date. Responses to questions will be distributed in the form of an addendum to all firms on the plan holders list. Addenda will be posted on the Construction Manager's website ([www.vanhornconstruction.com](http://www.vanhornconstruction.com)) and at all locations holding construction documents as listed in the ITB. Addenda shall become part of the Contract Documents. Trade Contractors shall acknowledge all Addenda on the Bid Form.
8. Considering the Trade Contractor's skills, general state of the art and knowledge of his specialty, it shall be his responsibility upon discovery to immediately notify Van Horn Construction, Inc. in writing of errors, omissions, discrepancies and noncompliance with applicable codes and regulations within the documents or any work which will not fit or properly function if installed as indicated in the contract documents. This item is in no way intended to relieve the architects and/or engineers of their design responsibilities.
9. Van Horn is committed to all applicable Arkansas statutes, and the bidder's attention is directed to the fact that all applicable federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Trade Agreement throughout, and they will be deemed to be included in the Trade Agreement the same as though herein written out in full.
10. Contracts will be awarded based on the lowest responsive proposal complying with the conditions of the Proposal Package provided it is in the best interest of the Owner and Construction Manager. The Owner and Construction Manager/General Contractor, however, reserve the right to reject any and all proposals and to waive any informality in proposals.
11. In determining the lowest responsive Trade Contractors, the Construction Manager will evaluate and recommend award to the Owner based on the following:
  - a) The amount of the Base Proposal including each Alternate Proposal.
  - b) Acknowledgement of issued Addenda.
  - c) The likelihood that the Trade Contractor will perform without delay or interference.
  - d) The responsibility and reputation of the Trade Contractors.
  - e) The quality of the Trade Contractor's performance on previous contracts.
  - f) The Trade Contractor's compliance with laws codes policy.



- g) The sufficiency of the Trade Contractor's financial resources.
- h) The quality and availability of the Trade Contractor's personnel and services.
- i) Current or pending litigation.
- j) Bonding capacity and rate.

12. Trade Contractor bonding capacity and rate will be evaluated by Construction Manager and Owner. The cost of providing Trade Contractor's Performance, Payment, Material Supply and Defect Bonds will then be added to the base bid to assist in evaluating the lowest responsive bidder.

13. Each firm submitting a proposal is advised that prior to awarding a contract, the Construction Manager may carry out an investigation of the firm's financial condition. Such investigation may include a request for the firm's financial statements, a review of the firm's "Business Information Report" as prepared by Dun & Bradstreet, Inc. and discussions with the firm's surety and banking agents.

14. Each firm submitting a proposal is required to provide a price for each specified alternate that affects its work.

15. Each firm submitting a proposal is required to provide unit prices that are applicable to its work. Unit prices shall be complete, including all labor, materials, equipment, supervision, overhead and profit. Unit prices may be used in determining "Adds" or "Deducts" to a contract.

# Supplemental Instruction to Bidders

The following instructions shall be adhered to in preparing and submitting of proposals:

- 1) Each firm submitting a proposal is advised to review Bidding Requirements and Conditions of the Contract and the General Requirements in the Construction Documents and submit their proposal in accordance with those requirements.
- 2) All attachments and exhibits to the Contract with the Owners shall be recognized by this Trade Contractor becoming an inclusion to the specified scope of work.
- 3) In respect, each proposal should include (though not all inclusive) the following costs:
  - a) All applicable Sales Tax and Freight on Board to the Jobsite.
  - b) Comply with prevailing wage rates as required by the Construction Documents.
  - c) Costs for Owner and Construction Manager required employee orientation, safety training, infection control training, and photo ID badge.
  - d) Attendance at pre-construction and project coordination meetings as required by the specifications or as deemed necessary by the Project Manager.
  - e) Costs of delivery of Submittals, including but not limited to shop drawings, product data, samples, mock-ups, operating, service, and maintenance manuals, SDS information, and other submittals required by the Contract Documents.
  - f) All testing required by the Specifications. Provide test certificates where specified.
  - g) Hook-up and consumption charges for temporary utility service and telephones for trailers and sheds. It is each Trade Contractor's responsibility to maintain the temporary services and remove such services when no longer needed.
  - h) Task lighting and special electrical service requirements. The Electrical Contractor will provide temporary power to accommodate the use of power tools, lighting, and masonry saws. Electrical outlets will be spaced so that the entire area of construction can be reached by power tools on a single extension cord of 100ft. Temporary illumination will be maintained at 5-foot candles.
  - i) Telephones, radios, computers, internet access.
  - j) Drinking water and ice for their forces.
  - k) Storage sheds, office trailers, labor sheds, etc. as required for their operations.
  - l) Portable, gas driven welders (if welding is required).
  - m) All parking for employees will be coordinated with the Construction Manager's Project Superintendent and at the expense of each trade contractor. All deliveries are to be coordinated with the CM's Project Superintendent.
  - n) Trade Contractor shall provide all equipment, including but not limited to hoisting and certified operators as necessary to complete the work as required.
  - o) Daily clean up and removal of all identifiable debris from site. All bidders are responsible for their own housekeeping and removal of trash from the project. All bidders maintain broom clean work areas. Should bidder fail to maintain a clean work area, the CM will back-charge the Trade Contractor for any expenses incurred in performing this work.
  - p) All bidders are required to provide temporary protection for their work and materials.
  - q) Weather protection is required to protect and perform the work unless specifically excluded in bid package.

- r) Compliance with OSHA, E.P.A., A.D.A. and applicable state and local requirements governing the work.
  - s) All applicable trade permits, licenses, and inspection fees, including bonds required for work done in City Right-of-Way, unless specifically excluded in bid package.
  - t) Compliance with Construction Manager's insurance requirements.
  - u) Engineering layout, professional surveys, and grade control as required in the performance of the work.
  - v) Layout and field dimensions associated with the work.
  - w) Touch-up painting of any pre-finished items as required.
- 4) Trade Contractor's work shall comply with Van Horn Construction, Inc. Safety policies and OSHA safety regulations. Van Horn Construction, Inc. Safety policy can be reviewed at Van Horn Construction offices. **Hard hats and safety glasses are mandatory during all phases of the project and must be worn always. High Visibility Vests/Shirts with company identification are required while working on site. NO EXCEPTIONS.**
- 5) Trade Contractor's work shall be in strict compliance with all adopted Building Codes. Any Codes related conflicts in the Contract Documents shall be clarified and approved by the Local Code Authority prior to installation.
- 6) Trade Contractor shall be held responsible for timely submission of all submittals, including but not limited to shop drawings, product data, samples, mock-ups, operating, service, and maintenance manuals, SDS information, and other submittals required by the Contract Documents.
- 7) The Field Project Manager or Superintendent cannot be removed or replaced without express written consent from Van Horn Construction, Inc.
- 8) Trade Contractor shall coordinate delivery of required materials associated with the Trade Agreement. Trade Contractors shall provide equipment and personnel necessary to unload, stack, protect and store materials onsite. Trade Contractor shall inventory all delivered items and inspect for damaged or missing items. Any damaged or missing items shall be noted on the Bill of Lading. Construction Manager/General Contractors are not responsible for damaged or misplaced materials or equipment. Trade Contractor shall file all damage claims with insurance carriers. Placement of staged items shall be coordinated with the Superintendent.
- 9) All bidders are required to coordinate their work with the Construction Manager/General Contractor and other trades affecting their work.
- 10) **The date of Substantial Completion is 550 Days from Notice to Proceed.** Each firm submitting a proposal is advised that time is essential, and it will be incumbent upon the firm to whom a contract is awarded to comply with the project schedule requirements. If a trade contractor should fall behind schedule due to conditions within his control, it shall be his responsibility to implement whatever means are necessary to accelerate his work until it is compliant with the schedule. The cost of accelerating the work shall be borne by the Trade Contractor.

Liquidated damages imposed against the subcontractor for failure to meet the final agreed upon completion date will be **One Thousand Dollars (\$1,000)** for each workday beyond the final agreed upon completion date. The contractor shall be relieved of delays due to causes beyond his control such as Acts of God, national emergency, strikes, or fire. The contractor must notify the CM/GC in writing, on a timely basis, of such developments stating reasons, justification, and extent of delay. Weather days beyond those to be normally anticipated will be allowed to be used at the discretion of the CM/GC and the use of each weather day must be documented and filed with the CM/GC within 10 days of each occurrence. Normal weather days will be in accordance with the average inclement weather days as recorded by the National Weather Bureau for the geographical area of the contract and per requirements of the Supplemental General Conditions.

- 11) All bidders must include the required manpower and equipment per the project schedule to facilitate timely completion of the work and prevent delay in the performance of the work of their package or other trades affected by the work of their package. Lost time due to weather conditions must be made up by Trade Contractor.
- 12) Trade Contractor shall comply with the established work hours or Owner specified durations necessary to minimize impact on Owner operations. Established work hours for the project are (five) 8-hour days Monday through Friday unless prior approval is received from the Construction Manager/General Contractor.
- 13) The project schedule shall be an integral part of the plans and specifications. The bidder by submitting pricing on a particular bid package agrees to the duration's and sequencing as indicated on the project schedule. Bidder also acknowledges that failure to meet productivity and sequencing requirements as defined by the project schedule could result in additional charges due to other contractors to facilitate accelerating the schedule. Van Horn Construction maintains ownership of all scheduled free float.
- 14) Trade Contractor shall sequence work as directed by Van Horn Construction without exception.
- 15) Trade Contractor shall be responsible for damage to adjoining areas or other Trade Contractor's work remains.
- 16) Punch lists issued by Construction Manager, the Architect or the Owner will be completed within fourteen (14) calendar days from date issued. If the Trade Contractor fails to comply with this requirement, the CM reserves the right to perform the work for the Trade Contractor and back-charge the Trade Contractor.
- 17) Notice of Special Conditions:
  - a) This construction project will be staged on an existing, occupied, operating school campus. Harassment of any kind toward school faculty, staff, or students will not be tolerated and may be grounds for immediate dismissal from project and/or legal action.

- b) In accordance with Arkansas State Law as described in Arkansas Code 6-21-609, smoking, the use of tobacco, or products containing tobacco in any form in or on any property owned or leased by a public school district is prohibited.
- c) Construction activities that generate high decibel noise levels must be scheduled and coordinated with Construction Manager's Project Superintendent. Construction Manager will coordinate with School Principal to work within academic and testing schedules.
- d) Background checks will be conducted on all construction personnel. **NOTE: Van Horn Construction, Inc. will cover the number of employees stated on your bid form. If you exceed that number, you will be backcharged for the background checks.**

END OF SECTION

Section 004

Bid Form

# BID FORM

**PROJECT**      Johnson County Westside Primary School Addition  
193 School Street  
Hartman, Arkansas

**Date of Bid** \_\_\_\_\_

**Submitted by ("Bidder")** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**Proposal to**      Van Horn Construction, Inc.  
790 Tyler Road  
Russellville, AR 72802  
Fax: 479-968-2570

## SCOPE OF WORK

Bid Package # \_\_\_\_\_  
(If bidding Multiple Packages Please Submit Separate Bid Forms)

Bidder acknowledges receipt of the following Addenda: \_\_\_\_\_

## BASE BID

Bidder submitting this proposal, having examined the plans and specifications, and being familiar with all conditions surrounding construction of the Project, including the availability of labor and materials, agrees that it will furnish all labor, tools, equipment, and materials required to complete the Scope of Work described above in accordance with the construction documents and all applicable building and governing codes and regulations.

Bidder agrees to complete the Scope of Work for a lump sum of:

**Total Base Bid** (including all applicable taxes & Performance and Payment Bond):

\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)

**Deduct** \$ \_\_\_\_\_ if a Performance and Payment Bond is not required.

**TRENCHING SAFETY SYSTEMS:** Ark. Code Ann 22-9-212 required the Contractor to indicate on this bid form the cost of Trenching Safety System. (NOTE: this cost shall be included in the above Base Bid.)

\$ \_\_\_\_\_

## MANDATORY BACKGROUND CHECKS

Number of subcontractor employees on site for background checks \_\_\_\_\_

**The following documents are attached to and made a condition of this bid:**

1. Required Bid Bond or Certified or Cashier Check for 5% of the total bid offered payable to Van Horn Construction, Inc., if the total bid amount exceeds \$50,000. \_\_\_\_\_

**DEDUCTIVE ALTERNATES:**

1. **Deductive Alternate No.1:** Delete Demolition of Primary Clarifier 1 and 2, per Drawing Sheet DA-1.  
\_\_\_\_\_ Dollars, (\$\_\_\_\_\_)

**ALTERNATES** (Provide Alternates as required by the Bid Package or Cost Savings Ideas)

- 1. \_\_\_\_\_ \$\_\_\_\_\_
- 2. \_\_\_\_\_ \$\_\_\_\_\_
- 3. \_\_\_\_\_ \$\_\_\_\_\_

**UNIT PRICES:**

1. **UNIT PRICE NO. 1:** Unforeseen Trench Rock Excavation.  
\_\_\_\_\_ Dollars per trucked cu. yd, (\$\_\_\_\_\_)

2. **UNIT PRICE NO. 2:** Unforeseen Mass Rock Excavation.  
\_\_\_\_\_ Dollars per trucked cu. yd, (\$\_\_\_\_\_)

3. **UNIT PRICE NO. 3:** Provide, place & compact engineered fill. Price shall also be a credit if fill called for is not required as determined by soils engineer.  
\_\_\_\_\_ Dollars per trucked cu. yd, (\$\_\_\_\_\_)

4. **UNIT PRICE NO. 4:** Excavation and removal of existing earth. Price shall also be a credit if earth removal called for is not required as determined by soils engineer.  
\_\_\_\_\_ Dollars per trucked cu. yd, (\$\_\_\_\_\_)

**COMPLETION TIME**

**The Project is to be substantially completed within 550 calendar days from Notice to Proceed.**

All work shall be completed within the schedules prepared by and agreed to by Van Horn Construction. During the course of work, it is understood that if the successful bidder's performance should fall behind schedule, the Construction Manager acting on the owner's behalf, will supplement bidder's manpower to meet project deadlines.

Liquidated damages imposed against the subcontractor for failure to meet the final agreed upon completion date will be **One Thousand Dollars (\$1,000)** for each workday beyond the final agreed upon completion date. The contractor shall be relieved of delays due to causes beyond his control such as Acts of God, national emergency, strikes, or fire. The contractor must notify the CM/GC in writing, on a timely basis, of such developments stating reasons, justification, and extent of delay. Weather days beyond those to be normally anticipated will be allowed to be used at the discretion of the CM/GC and the use of each weather day must be documented and filed with the CM/GC within 10 days of each occurrence. Normal weather days will be in accordance with the average inclement weather days as recorded by the National Weather Bureau for the geographical area of the contract and per requirements of the Supplemental General Conditions.

**SIGNATURE**

**The undersigned Bidder agrees that this proposal shall remain valid for a period of 30 days from the date of the actual bid opening.** Bidder understands that the right is reserved by Van Horn Construction, Inc. and the Owner to reject any and all bids. Bidder acknowledges that he has read and understands Van Horn Construction Bid Documents, Construction Management Manual and the Owner's Specifications, and Plans. He has visited the site and has fully informed himself prior to bidding as to the existing conditions and limitations under which the work is to be performed. No allowance will be given to any bidder because of lack of such examination or knowledge. Bidder's overhead and profit for increases in the cost of its portion of the work may not exceed 15.0%. Bidder acknowledges his understanding of Van Hon Construction, Inc. minimum insurance requirements and understands that the form of Subcontract shall be the basis of any contract offered by Van Horn Construction to the Bidder Upon Receipt of notice of acceptance of this bid wherein, the undersigned Bidder



agrees to execute and return the formal contract with required insurance certificates within two weeks. The undersigned has read, fully understands, and agrees to the Accident Prevention Plan contained in the CM Manual. It is the undersigned firm's responsibility to adhere to the accident prevention plan and OSHA regulations. It is also the undersigned firm's responsibility to inform and train its employees of the safety regulations set forth by this plan and OSHA.

**FIRM** \_\_\_\_\_

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**PRINTED NAME OF INDIVIDUAL SIGNING THIS PROPOSAL** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ARKANSAS STATE CONTRACTOR'S LICENSE NO.** \_\_\_\_\_

Section 005

Bid Packages

# Bid Package Index

## **MULTIPLE TRADE CONTRACTS RELATED DOCUMENTS**

Drawings and general provisions of each Trade contract, including General and Supplementary Conditions and other Division One Specifications sections, apply to this Section. It is the responsibility of each Trade Contractor to review and understand thoroughly the General and Supplementary Conditions as each Trade Contractor is bound by these documents. Conditions within these documents will be adhered to with no exceptions.

## **PROJECT IDENTIFICATION**

Johnson County Westside Primary School Addition, Hartman, Arkansas.

Trade contracts are separate contracts that represent significant construction activities performed concurrently with and closely coordinated with construction activities performed on the project under other Trade contracts. Trade contracts for this project include:

- 01 Site Work
- 02 Asphalt Paving and Striping
- 03 Selective Demolition
- 04 Termite Control
- 05 Utility Demolition/Relocation
- 06 Concrete
- 07 Masonry
- 08 Structural & Miscellaneous Steel Material Only
- 09 Structural & Miscellaneous Steel Installation Only
- 10 Rough and Finish Carpentry
- 11 Architectural Woodwork (cabinets)
- 12 Waterproofing and Joint Sealants
- 13 Roofing and Sheet Metal including Tapered Insulation System
- 14 Penetration Fire-stopping System
- 15 Hollow Metal Doors and Frames, Wood Doors, and Finish Hardware Material Only
- 16 Hollow Metal Doors and Frames, Wood Doors, and Finish Hardware Installation Only
- 17 Aluminum Storefront Systems, Glass and Glazing including Aluminum Windows
- 18 Metal Studs, Gypsum Board, Acoustical Panels, and Acoustical Ceilings
- 19 Carpet and Rubber Base
- 20 Modular Athletic Flooring
- 21 Polymer Floor System and Wall Base
- 22 Painting
- 23 Specialties Material Only
- 24 Specialties Installation Only
- 25 Commercial Kitchen Equipment
- 26 Stage Curtains
- 27 Window Treatment and Roller Shades
- 28 Hydraulic Passenger Elevator

- 29 Wet-Pipe Fire Suppression System
- 30 Plumbing and Gas Piping
- 31 Heating and Ventilation System
- 32 Electrical and Communications
- 33 Combination Bid Package

## **SCHEDULE OF WORK**

All work as shown on drawings shall be completed no later than See Bid Form.

## **TRADE WORK**

This is not a complete list of all work; but is a general guideline. The drawings and specifications for these sections determine the total scope of work.

## **DEFINITION OF THE EXTENT OF TRADE CONTRACT WORK**

The extent of each trade contract is indicated in the Contract Documents. Except where no other specific description is contained in the Contract Documents, general names, and terminology on the drawings and in specification sections determines which trade contract includes a specific element of work.

Local custom and trade-union jurisdictional settlements do not control the scope of work included in each trade contract. When a potential jurisdictional dispute or similar interruption of construction activities is first identified or threatened, the affected trade contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and its delays.

As point of clarification, note the following:

- 1) Construction Manager will provide Building Permit.
- 2) Construction Manager will provide temporary toilets.
- 3) Construction Manager will pay for temporary power usage charges made by the power company. Electrical Trade Contractor to provide temporary power hook up as a part of this package. Temporary distribution centers shall be placed such that any point within the building is within 100' of a power center.
- 4) Each trade is responsible for their own weather protection and clean up and storage.
- 5) Construction Manager will provide water to temporary location. Plumbing Trade Contractor to provide hook ups as required.
- 6) Each trade is responsible for required equipment required for the installation of their work. Any equipment placed on the building slab shall be "diapered" to prevent liquids from dropping onto the finished slab surface.
- 7) Stationary equipment such as pipe threading machinery shall have 2 layers of protection beneath them to prevent oils from contacting the finished slab.

## **RESPONSIBILITIES OF EACH TRADE CONTRACTOR**

Except as otherwise specifically stated in the contract, each Trade Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, taxes legally collectable because of the work and all other services and facilities of every nature whatsoever necessary to execute the work of each contract and shall deliver the work complete in every respect within the specified time.

## **SCHEDULE OF CONTRACT DRAWINGS**

Refer to the Cover Sheet of the Contract Drawings for a complete schedule of drawings.

## **EXAMINATION OF THE PREMISES**

Before submitting his quotation, each Trade Contractor will be held to have examined the premises and satisfied himself as to existing conditions under which he will be obligated to operate or that will in any manner affect the work under this contract.

## **TRADE CONTRACTORS USE OF PREMISES**

General: The Trade Contractors shall limit their use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.

- 1) Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- 2) Burial of waste materials: Do not dispose of organic and hazardous material on site, either by burial or by burning.
- 3) Each Trade Contractor will be responsible for leaving work area broom clean.

# Bid Package Descriptions

**General Note:** Construction Manager has listed below the general items of work required in this package solely as an aid in assisting bidders. The bidder is responsible for thoroughly reviewing the plans, specifications, and Construction Manager's manual to determine the entirety of work required or inferred by these plans, specifications, and Construction Manager's manual that is relevant to this bid package. Any questions, clarifications, and/or discrepancies shall be brought to the attention of the Construction Manager prior to the date established for final questions before the bid date.

## Package No 1 – Site Work

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of site work.
- 2) Site preparation
- 3) Earth work
- 4) Grading – 31 05 13
- 5) Excavating, backfilling, & compaction.
- 6) Excavate Parking and Drives as shown on drawings
- 7) Subgrade per specifications section 31 05 13
- 8) Site Demo including, concrete, storm drainage, curb & Gutter, Fencing, trees, and Asphalt as shown on drawings.
- 9) Furnish and install Gravel at unpaved areas and compact as required at all locations
- 10) Install storm sewage system including roof drain piping and concrete inlets.
- 11) Furnish and install Foundation Drainage system
- 12) Back Fill Retainer walls to subgrade.
- 13) Hand placed Rip-rap at curb cuts and other areas as on drawings
- 14) Install topsoil, seeding and Lawn Sodding per plans. Spec section 31 91 20
- 15) Erosion control & maintenance while work scope is active including Erosion control plan.  
CM will maintain when site contractor is not actively on site.
- 16) Furnish shop drawings, mock-ups and other required submittals.
- 17) Furnish as-built drawings.
- 18) Coordinate work with Construction Manager.
- 19) Clean up and remove trash from jobsite.

## Package No 2 – Asphalt Paving and Striping

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of asphalt work as shown on drawings.
- 2) Gravel and Asphalt will be completed in two Phases the upper Parking will be completed after the New Addition is finished and the Demo of the Ocie-Bivens Building is completed.
- 3) Gravel base.
- 4) Parking bumpers.
- 5) Pavement markings and signage
- 6) Furnish shop drawings, mock-ups and other required submittals.

- 7) Coordinate work with Construction Manager.
- 8) Clean-up and remove trash from jobsite.

### **Package No. 3 – Selective Demolition**

Work in this package includes all labor, materials, equipment and supervision to complete the Demolition as per Drawings and Specifications 02 41 13 including but not limited to:

- 1) Demolition of existing Ocie-Bivens Building after the New addition is complete as shown on plans
- 2) Remove all concrete including footings, walls sidewalks shown on plans.
- 3) Demolition will be scheduled after New Addition is completed.
- 4) Demo Existing Catch Bason and 12'' storm drain as shown on plans.
- 5) Provide Dust control for Demolition.
- 6) Comply with pertinent provisions of section 01 64 00
- 7) Remove all Demo materials from site.
- 8) Coordinate work with Construction Manager.
- 9) Clean-up and remove trash from jobsite.

### **Package No. 4 – Termite Control**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Soil pretreatment system and warranty per– Spec 31 31 16
- 2) Furnish required submittals including copy of 5-year Warranty.
- 3) Provide a 5-year Warranty to the Owner after project is completed.
- 4) Coordinate work with Construction Manager.
- 5) Clean-up and remove trash from jobsite.

### **Package No. 5 – Utility Demolition/Relocation**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of work.
- 2) Relocate Existing Utilities as shown on drawings
- 3) Install Potable Water System as shown on drawings spec section 02 41 10
- 4) Install Gas Distribution System spec section 02 41 10
- 5) Furnish shop drawings, mock-ups and other required submittals.
- 6) Coordinate work with Construction Manager.
- 7) Clean-up and remove trash from jobsite.

### **Package No. 6 – Concrete**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of all concrete.
- 2) Curb and gutter
- 3) Sidewalks
- 4) Door aprons.
- 5) Mechanical pads.
- 6) Electrical pads.
- 7) Pole light bases.
- 8) Footing, pier, and grade beam excavation & Foundation and Retainer Walls
- 9) Set up Second Floor slab including reinforcement.
- 10) Install pour stop/ seal at second floor steel decking
- 11) Concrete Forms
- 12) Concrete Accessories
- 13) Reinforcing steel for concrete
- 14) Install Trench Cover per detail
- 15) Cast in place Concrete and gravel base
- 16) Under Slab Vapor Barrier
- 17) Concrete Finishing Flatness 1/8'' in 10'
- 18) Construction and saw cut joints in the slab on grade
- 19) Normal Weight Structural Concrete
- 20) Concrete Washout – Install, Maintain, Cleanout, & Removal – Per Drawing/Spec
- 21) Furnish and install other miscellaneous pads as required.
- 22) Furnish shop drawings, mock-ups and other required submittals.
- 23) Coordinate work with Construction Manager.
- 24) Clean up and remove trash from jobsite.

### **Package No. 7 – Masonry**

Work in this package includes all labor, materials, equipment and supervision to complete items as per Drawings and Specifications including but not limited to:

- 1) Provide layout work for masonry.
- 2) Provide all necessary equipment required for completion of work
- 3) Provide all mortar, Brick, Block and masonry accessories. (Brick Allowance Per Specifications)
- 4) Provide all Testing 04 10 00
- 5) Provide all Grout Fill
- 6) Provide 8' long x 4' tall Mock-up 04 20 00-1
- 7) Provide and Install Architectural Precast Concrete 03 45 00
- 8) Provide Masonry Fill insulation – Spec 07 21 00
- 9) Rigid Insulation Spec 04 21 00
- 10) Structural Grout – Spec 04 10 00
- 11) Anchor, ties, control joints - Spec 04 20 00
- 12) Provide masonry cleaning, complete.
- 13) Reinforcing steel for masonry - Spec 04 20 00
- 14) Brick Masonry Unit per - Spec 04 20 00



- 15) Brick allowances - 600 per thousand
- 16) Concrete Masonry Unit - Spec 04 20 00
- 17) Water Repellant (prim-a-Pell200) 04 20 00-3
- 18) Site cleanup, complete, of all excess materials and material on slabs.
- 19) Provide all concrete floor protection from Masonry sub materials and equipment.**
- 20) Furnish shop drawings, mock-ups and other required submittals.
- 21) Coordinate work with Construction Manager.
- 22) Clean up and remove trash from jobsite.

#### **Package No. 8 – Structural and Miscellaneous Steel Material Only**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Supply all Structural and Miscellaneous Steel FOB job site. **(Excluding Light Gage Framing)**
- 2) Provide all Hand Rails, Guard Rails on all Additions.
- 3) Steel Joist
- 4) Provide all Decking attached to Structural Steel
- 5) Ladder 05 51 50
- 6) Metal Fabrications such as ladders, lintels, handrails, etc. –
- 7) Expansion Joint Cover Assemblies-
- 8) Roof opening frames per drawing
- 9) Roof Access Ladder and Hatch
- 10) Miscellaneous metal work
- 11) Canopy framing detail B/A3.4
- 12) Embeds in concrete for connection of steel members
- 13) Steel supports for work of other trades.
- 14) All required bolts, anchors, & epoxy for installation of steel.
- 15) All screws and pins to attach Decking to Steel
- 16) Furnish shop drawings and other required submittals.
- 17) Coordinate work with Construction Manager.

#### **Package No. 9 – Structural and Miscellaneous Steel Installation Only**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Unload Structural Steel when it is delivered on site.
- 2) Install Structural and Miscellaneous steel including ladders, handrails, etc.
- 3) Install Roof Access Ladder and Hatch
- 4) Furnish all equipment to install Structural and Miscellaneous steel.
- 5) Install Steel supports for work of other trades.
- 6) Install all required bolts, anchors, & epoxy for installation of steel.
- 7) Coordinate work with Construction Manager.
- 8) Clean up and remove trash from jobsite.

#### **Package No. 10 – Rough and Finish Carpentry**

Work in this package includes all labor, materials, equipment and supervision to complete items as per Drawings and Specifications including but not limited to:

- 1) Layout all carpentry work.
- 2) Wood Framing spec- 06 10 00
- 3) Wood roof blocking and nailers – Spec 06 10 00
- 4) Plywood sheathing as required. Not on Metal Studs spec 06 10 00
- 5) **Set Hollow Metal Door Frames** at All Walls including Masonry Walls
- 6) Plywood equipment boards (telephone, etc.)
- 7) Furnish shop drawings, mock-ups and other required submittals.
- 8) Coordinate work with Construction Manager.
- 9) Clean up and remove trash from jobsite.

### **Package No. 11 – Architectural Woodwork (cabinets)**

Work in this package includes all labor, materials, equipment and supervision to complete items as per Drawings and Specifications including but not limited to:

- 1) Layout and field measurement of all work in this package.
- 2) Custom Casework, Architectural cabinets – Spec 06 40 00
- 3) Include all wood shelving
- 4) Wood blocking on wall faces for cabinetry.
- 5) Countertops.
- 6) Furnish shop drawings, mock-ups and other required submittals.
- 7) Coordinate work with Construction Manager.
- 8) Clean up and remove trash from jobsite.

### **Package No. 12 – Waterproofing and Joint Sealers**

Work in this package includes all labor, materials, equipment and supervision to complete items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Masonry control joint sealants – Spec 07 92 00
- 3) Interior and exterior concrete joint sealants – Spec 07 92 00
- 4) Joints between dissimilar materials. (Ex. DensGlass to masonry)
- 5) Waterproofing system 07 13 20
- 6) **Provide Waterproofing system at all Foundation walls where drainage fill and filter fabric is shown.**
- 7) Furnish shop drawings, mock-ups and other required submittals.
- 8) Coordinate work with Construction Manager.
- 9) Clean up and remove trash from jobsite.

### **Package No.13– Roofing and Sheet Metal including Tapered Insulation system**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.

- 2) Preform metal roof, Walls and Soffit panels spec 07 42 00
- 3) Metal Wall panels
- 4) Roof Deck insulation
- 5) Metal Roofing spec 07 4
- 6) Metal Soffits spec 07 42 00
- 7) Metal Fascia spec 07 42 00
- 8) PVC Thermoplastic Membrane Roofing spec 07 54 00
- 9) Roof flashing and trim –
- 10) Gutter & Downspouts
- 11) Roof accessories and Flashing.
- 12) Expansion control, architectural joint systems for roof assemblies.
- 13) Furnish shop drawings, mock-ups and other required submittals.
- 14) Coordinate work with Construction Manager.
- 15) Clean up and remove trash from jobsite.

#### **Package No. 14 – Penetration Fire-stopping System**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of work.
- 2) Furnish and install Penetration Fire-stopping System at Top of Masonry walls Only – Spec 07 84 00
- 3) Furnish shop drawings, mock-ups and other required submittals.
- 4) Coordinate work with Construction Manager.
- 5) Clean-up and remove trash from jobsite.

#### **Package No. 15 – Hollow Metal Doors and Frames, Wood Doors, and Finish Hardware Material Only**

Work in this package includes all materials to complete items as per Drawings and Specifications including but not limited to:

- 1) Hollow Metal doors and frames – Spec 08 11 00
- 2) Flush Wood Doors- Spec 08 14 16
- 3) Finish Hardware for all Buildings including Master Keying– Spec 08 71 00
- 4) Furnish shop drawings, mock-ups and other required submittals.
- 5) Coordinate work with Construction Manager.

#### **Package No. 16 – Hollow Metal Doors and Frames, Wood Doors, and Finish Hardware Installation Only**

Work in this package includes all labor, miscellaneous materials, equipment and supervision to complete items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Install all Hollow Metal doors
- 3) Wood Doors
- 4) Hollow Metal frames to be installed in masonry walls.
- 5) Install Finish Hardware

- 6) Furnish miscellaneous fasteners required for installation of doors and hardware.
- 7) Coordinate work with Construction Manager.
- 8) Clean up and remove trash from jobsite.

### **Package No. 17 – Aluminum Storefront Systems, Glass and Glazing including Aluminum Windows**

Work in this package includes all labor, materials, equipment and supervision to complete items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Aluminum Storefront Doors and Glass – Spec 08 12 16
- 3) Hardware furnished under aluminum storefront specification – Spec 08 12 16
- 4) Aluminum windows – Spec 08 12 16
- 5) Glass and glazing – Spec 08 80 00
- 6) Aluminum Swinging Doors
- 7) Furnish shop drawings, mock-ups and other require submittals.
- 8) Coordinate work with Construction Manager.
- 9) Clean up and remove trash from jobsite.

### **Package No. 18 – Metal Studs, Gypsum Board, Acoustical Panels, and Acoustical Ceilings**

Work in this package includes all labor, materials, equipment and supervision to complete items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Furnish Metal studs as required per spec 09 26 00
- 3) Furnish Gypsum wall board, DensGlass, DensShield wallboard and plywood that attach to metal Studs– Spec 09 26 00
- 4) Acoustical Panel Suspension systems 09 51 00
- 5) Insulation not related to roofing, masonry, or Metal Building – Spec 07 212
- 6) Exterior Polystyrene Board insulation at Metal Studs 07 215
- 7) Wood Sheathing at Metal Studs and Metal Roof trusses 06 115
- 8) Decorative FRP Wall Panels spec 09 77 00
- 9) Provide all required fire stopping for wall assemblies. Spec 07 92 00
- 10)Furnish shop drawings, mock-ups and other required submittals.
- 11)Coordinate work with Construction Manager.
- 12)Clean up and remove trash from jobsite.

### **Package No. 19 – Carpet and Rubber Wall Base**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Resilient Plank Flooring spec 09 65 00
- 3) Rubber base and accessories
- 4) Carpet – Spec 09 68 00
- 5) Molded Rubber Stair Treads and Risers – Spec 09 679
- 6) Furnish shop drawings, mock-ups and other require submittals.

- 7) Coordinate work with Construction Manager.
- 8) Clean up and remove trash from jobsite.

### **Package No. 20 – Modular Athletic Flooring**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Modular Athletic Flooring - spec 09 62 40
- 3) Furnish shop drawings, mock-ups and other require submittals.
- 4) Coordinate work with Construction Manager.
- 5) Clean up and remove trash from jobsite.

### **Package No. 21 – Polymer Floor System and Wall Base**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 6) Layout of all work in this package.
- 7) Polymer Floor System - spec 09 67 00
- 8) Wall base and accessories
- 9) Furnish shop drawings, mock-ups and other require submittals.
- 10) Coordinate work with Construction Manager.
- 11) Clean up and remove trash from jobsite.

### **Package No. 22 – Painting**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Finish Gypsum wallboard as required.
- 3) Painting interior CMU and Gypsum walls as required walls 09 90 00
- 4) Painting exposed ferrous metal interior and exterior
- 5) Painting shelving and cabinets as required
- 6) Furnish shop drawings, mock-ups and other required submittals.
- 7) Coordinate work with Construction Manager.
- 8) Clean up and remove trash from jobsite.

### **Package No. 23 – Specialties Material Only**

Work in this package includes all materials to complete items as per Drawings and Specifications including but not limited to:

- 1) Chalk and Tackboards- spec 10 90 00
- 2) Interior Signage spec 10 90 00
- 3) Fire Extinguishers and Cabinets spec 10 90 00
- 4) Toilet and Miscellaneous accessories – Spec 10 90 00
- 5) Furnish shop drawings, mock-ups and other required submittals.

6) Coordinate work with Construction Manager.

### **Package No. 24 – Specialties Installation Only**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Install all items supplied in the specialties bid package .
- 3) Furnish miscellaneous fasteners required for installation.
- 4) Furnish shop drawings, mock-ups and other required submittals.
- 5) Coordinate work with Construction Manager.
- 6) Clean up and remove trash from jobsite.

### **Package No. 25 – Commercial Kitchen Equipment**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout work
- 2) Provide shop drawings and Submittals for Kitchen Equipment
- 3) Furnish and install all required Closers for cooler/freezer installation
- 4) Furnish and install ne walk in Cooler/ Freezer per plans and Spec 11 45 20
- 5) Furnish all equipment voltage and phased per equipment listed in spec
- 6) Furnish all fire suppression system within exhaust Hood.
- 7) Furnish inspection and approval of fire suppression system
- 8) Furnish and Install Captive-aire system**
- 9) Mechanical Contractor to install Duct**
- 10) Furnish all Kitchin Equipment shown on drawings and spec**
- 11) Furnish and install SS closers to ceiling wall as needed
- 12) Furnish shop drawings and other required submittals.
- 13) Coordinate work with Construction Manager.

### **Package No.26– Stage Curtains**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

1. Layout work
2. Provide shop drawings per plans and specifications section 11 64 20
3. Provide samples per specifications
4. Provide complete Curtain support system
5. Field Measure conditions in field.
6. Engage a Production Consultant to test and train Owner to Rig, Adjust and operate.
7. Coordinate work with Construction Manager.
8. Clean up and remove trash from Jobsite

### **Package No. 27 – Window Treatment and Roller Shades**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Lay out work
- 2) Furnish and Install Horizontal Blinds spec – 122113
- 3) Field Measure all windows to receive Blinds
- 4) Provide Blinds at all windows shown on drawings
- 5) Furnish and install Roller Shades as shown on drawings spec -124940
- 6) Field Measure all windows to receive Roller Shades
- 7) Install all shades and Blinds per Manufacturer recommendations.
- 8) Furnish shop drawings and other required submittals.
- 9) Coordinate work with Construction Manager.

### **Package No. 28 – Hydraulic Passenger Elevator**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout Work
- 2) Provide Pre-engineered Passenger Elevator per plans and Spec 14 24 00
- 3) Including Operation and controls
- 4) Accessibility provisions for physically disabled persons
- 5) All Materials and accessories as required to complete the elevator installation
- 6) Elevator installer shall obtain and pay for all required inspections, tests, permits and fees for elevator installation.
- 7) Provide Maintenance and call back service for 12 months per spec 14 24 00
- 8) Provide all training on operating and Daily Maintenance of elevator.
- 9) Furnish shop drawings and other required submittals.
- 10) Coordinate work with Construction Manager.

### **Package No. 29 – Wet-Pipe Fire Suppression System**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of work.
- 2) Relocate existing Fire Hydrants
- 3) Relocate exterior Fire line as shown on drawings
- 4) Design, furnish and install complete fire sprinkler system that meets all local, state, and federal laws and regulations.
- 5) Fire loop and Fire Hydrants
- 6) Spec Division 211313 – Fire Protection
- 7) Connection of Fire Line to water supply line
- 8) Fire Department Connection

- 9) Perform all Flow test on the entire system schedule with Fire Marshall
- 10) Demonstrate and train owner and Fire Department on operations
- 11) Furnish all required sleeves for this package
- 12) Provide fire stopping at all penetrations thru fire rated assemblies, whether walls or ceilings, made by this contractor. Spec 260500
- 13) Furnish shop drawings, mock-ups and other required submittals.
- 14) Coordinate work with Construction Manager.
- 15) Clean-up and remove trash from jobsite.

### **Package No. 30 – Plumbing and Gas Piping**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Provide sewer, gas, and water as indicated on the plans.
- 3) Furnish water service from the new meter (by owner) into building. Waterline up to the meter location installed by others
- 4) Provide temporary frost proof hydrant for construction water. Remove at completion.
- 5) Install sewer line to septic systems as shown drawing C1.3
- 6) Provide excavation, trench safety, bedding compacted backfill for the installation of plumbing lines.
- 7) Furnish unit price for rock excavation.
- 8) Provide final connection of water, gas, and sewer, per drawings including final connections to any appliances.
- 9) Provide piping insulation –
- 10) Provide piping labels and valve tags.
- 11) Provide piping hangers –
- 12) Plumbing Valves –
- 13) Plumbing Meters and Gages
- 14) Plumbing Specialties
- 15) Water Distribution, Drainage, and Vent Piping
- 16) Provide all plumbing fixtures and equipment, fittings, etc. – Spec
- 17) Grease Interceptor
- 18) Provide silicone sealant at joint between plumbing and fixtures and walls/floor.
- 19) Provide water, gas, and sewer hook-ups to fixtures where shown, complete.
- 20) Protect plumbing fixtures until final completion.
- 21) Provide sleeve layout in block wall as needed. Plumber to furnish all sleeves that are required for his work whether in concrete, masonry, or other building material.
- 22) Coordinate roof penetration sizes and locations with roofing contractor.
- 23) Provide all necessary equipment required for completion of work
- 24) Provide fire stopping at all penetrations thru fire rated assemblies, whether walls or ceilings, made by this contractor 260500
- 25) Furnish shop drawings, gradation plan and other required submittals.
- 26) Coordinate work with Construction Manager.
- 27) Clean up and remove trash from jobsite.



### **Package No. 31 – Heating and Ventilation System**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.
- 2) Kitchen Equipment supplier will supply Captive air system Mechanical Contractor to furnish and install Duct.**
- 3) Refrigerant Piping
- 4) Hangers and Supports 233113
- 5) Furnaces spec
- 6) Roof Top Units spec
- 7) All units pr meet or exceed Performance Data included in specifications
- 8) Air-Cooled Heat Pump Split System
- 9) Ducts and Duct Accessories – Spec 233113 and 230700
- 10) Provide all specialties and accessories required to complete heating and cooling units.
- 11) Provide setting all units, complete, including anchoring as required, and all equipment required to set units.
- 12) Power Ventilators fans– Spec
- 13) Diffusers, Registers, Grilles, and Louvers – Specs 233713
- 14) Air Cleaning Devices spec
- 15) Provide all louvers and wall caps. Coordinate wall opening sizes and locations with other trades, install and seal with approved caulking and flashing, complete.
- 16) Coordinate roof penetrations sizes and locations with roofing contractor.
- 17) Provide sleeves, vents, piping and layout through walls and slabs required for work of this trade package.
- 18) Provide temperature control systems. Coordinate conduit from thermostats to above ceilings and in walls as required concealment with electrical contractor
- 19) Provide testing and balancing – Spec 230593
- 20) Provide connections of equipment furnished under this trade section.
- 21) Provide and install sealant around all exterior louvers, sealant around pipes and installation of plenums, complete.
- 22) Provide filter media over all returns for units used during construction. Unit filters and additional filter media shall be replaced on regular schedule to prevent excessive dirt in equipment and coils.
- 23) Provide inspections and tests as required.
- 24) Furnish training of Owner's personnel in the operation of all HVAC systems and controls.
- 25) Provide fire stopping at all penetrations thru fire rated assemblies, whether walls or ceilings, made by this contractor. Spec 260500
- 26) Furnish shop drawings and other required submittals.
- 27) Coordinate work with Construction Manager.
- 28) Clean up and remove trash from jobsite.

### **Package No. 32 – Electrical and Communications**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Layout of all work in this package.

- 2) General Electrical requirements spec 260500
- 3) Coordinate with Power Utility supplier and pay all fees.
- 4) Conductors and Cables
- 5) Provide Sleeves for raceways and Cables spec 260500
- 6) Provide temporary power and lights. Furnish lighting to meet OSHA construction standards. Furnish power distribution system such that no point within the building shall require an extension cord longer than 100'. Construction Manager to pay usage charges.
- 7) Provide all disconnects, panels, and switches as required
- 8) Service Entrance and Distribution
- 9) Provide light fixtures and lighting controls, complete –
- 10) Provide Dimming Control System per plans and spec

**11) Furnish and install Audio-Video System per plans and spec 11 13 00**

- 12) Provide fire alarm system, complete, per Drawings – spec 284621
- 13) Provide Communication system per plans and spec
- 14) Provide Classroom Intercom System per plans and spec
- 15) Provide electrical raceway and conduit systems as indicated
- 16) Provide final electric hook-up of heating & cooling units, thermostat wiring, control wiring and interlock wiring under work of HVAC trade contract. Provide final electrical connection to appliances.
- 17) Provide labeling of all panels, disconnects and switches
- 18) Provide all telephone, cable TV, and data conduit stubbed above ceiling as noted. Provide cabling as specified and/or shown
- 19) Low Voltage Transformers
- 20) Transient Voltage Suppression
- 21) Supports, Bracing, and Seismic Restraints
- 22) Provide electrical connections on equipment furnished under work of other trade contracts.
- 23) Provide testing and adjustments of electrical system.
- 24) Provide sleeves and layout through walls and slabs required for work of this trade package.
- 25) Provide electrical grounding – Spec Furnish and install Pole lights and Concrete bases
- 26) Coordinate heights of receptacles with millwork elevations.
- 27) Provide all necessary equipment required for completion of work.
- 28) Provide fire stopping at all penetrations thru fire rated assemblies, whether walls or ceilings, made by this contractor. Spec 260500
- 29) Furnish shop drawings and other required submittals.
- 30) Coordinate work with Construction Manager.
- 31) Clean up and remove trash from jobsite.
- 32) Demonstrate operation of units to owner and furnish complete operating manuals.

**Package No. 33 – Combination Bid Package**

Work in this package includes all labor, materials, equipment and supervision to complete the items as per Drawings and Specifications including but not limited to:

- 1) Combination of any of the above bid packages 1-32

- 2) Combination Bid packages must be marked clearly on bid form
- 3) Combination Bids must include all required items in the bid packages
- 4) Furnish shop drawings, mock-ups and other required submittals.
- 5) Coordinate work with Construction Manager.
- 6) Clean-up and remove trash from jobsite.

END OF SECTION

## Section 006

# Contract Performance and Administration

# Contract Performance and Administration

## **RECOMMENDED USES OF THIS SECTION**

The purpose of this Section is to provide you with the necessary information to assist you in the administration of your Trade contract.

Review the procedures outlined in this manual with applicable "Action" personnel in your company. Ensure that all concerned understand and comply with the requirements. Any questions should be directed to the "Correspondence and Action Personnel" for Van Horn Construction (See Section 001).

Revisions to this manual and additional information will be issued periodically and should be inserted in the applicable sections.

Several sections contain references to manuals and other project documents not contained within. These can be inspected at Van Horn Construction's office or copies obtained upon request.

The contents of this manual do not supersede or change the requirement of the Contract Documents on your trade contract agreement

*Note: As stated above, this manual is provided for your use in facilitating your work and is not intended to either alter or compromise the terms and provisions of your contract.*

## **DEFINITION OF TERMS**

The term "Contractor" shall mean the trade-contractor holding a contract with Van Horn Construction.

The term "Construction Manager" shall mean "Van Horn Construction Inc."

The terms "you", "his", etc., as used in this manual refer to trade-contractor.

The term "day" means calendar day unless specifically noted otherwise.

The term "provide" means to furnish and install, complete.

The term "contract" as used in this manual refers to the trade-contract agreement between Van Horn Construction and trade-contractor unless specifically noted otherwise.

The term trade-contractor/Contractor referred to in the manual is interchangeable.

The term "Owner" shall refer to "Johnson County Westside School District".

The term "Architect or Engineer" shall mean "Architecture Plus, Inc."

## **INSURANCE REQUIREMENTS FOR TRADE-CONTRACTORS**

VAN HORN CONSTRUCTION WILL NOT AUTHORIZE PAYMENTS TO TRADE-CONTRACTORS UNLESS THE CONTRACTOR'S CURRENT CERTIFICATE OF INSURANCE AND CERTIFICATE OF SAFETY AND HEALTH IS ON FILE AND APPROVED.

FOLLOWING ARE MINIMAL INSURANCE REQUIREMENTS FOR TRADE-CONTRACTORS. WHERE THESE GENERAL REQUIREMENTS ARE LESS THAN THE REQUIREMENTS SET BY THE CONTRACT DOCUMENTS, THE CONTRACT DOCUMENTS WILL PREVAIL.

- 1) Automobile Liability \$1,000,000 combined single limits
- 2) Worker's Compensation Insurance and Employer's Liability Per Statute \$500,000
- 3) General Liability, with the following coverages: \$2,000,000/Occurrence  
Contractual Liability; Completed Operations \$2,000,000/Aggregate  
and Products (shall be kept in force for at least  
five (5) years after the date of final completion);  
Broad Form Property Damage;  
Independent Contractors; Personal Injury;  
X, C, U exclusions deleted, if applicable.
- 4) Umbrella Insurance \$1,000,000
- 5) The following statement must appear on each certificate and each policy must be endorsed accordingly. (If it is necessary to attach a statement to a separate piece of paper, the attachment should be signed, dated, and clearly referenced to the certificate.)  
**Van Horn Construction, the Architect and the Owner are to be named as an additional insured on a primary and non-contributory basis on all of Subcontractors' General Liability, Commercial Automobile, and Umbrella policies (and Pollution Liability policy, if applicable) under the blanket additional insured endorsement. A waiver of subrogation shall be included in favor of the Certificate Holder with regard to the contract between them and the Named Insured for this project only as respects General Liability, Auto Liability, Umbrella, and Pollution Liability if applicable.**
- 6) The trade-contractor must retain evidence of insurance through the warranty period.
- 7) The Certificate must include a 30-day written cancellation notice.
- 8) All coverage must be on an "Occurrence" basis, rather than "Claims Made."
- 9) See Sample Certificate of Insurance in Section 007.

## **QUALITY CONTROL**

It is Van Horn Construction's policy to provide the maximum quality of construction and materials within the guidelines of the specifications and plans of this contract.

- 1) Inspect all new materials, equipment, etc., as they arrive on project for compliance with contract requirements, shop drawings, visual quality, etc.
- 2) Inspection during fabrication should be considered.
- 3) Double check to ensure that correct engineering data is being followed for layout.
- 4) Discuss and decide early if items can be ordered with guaranteed dimensions or must wait for field measurements.
- 5) A competent person shall be responsible for performing Quality Control responsibilities on the project.
- 6) Documentation of inspection logs shall be maintained by each contractor.

- 7) A checklist shall be submitted by each contractor containing a list of all inspections required to complete the work package as specified.
- 8) Before work begins in each work category, Van Horn Construction will hold a pre-installation conference including the contractor, Architect/Engineers, and the owner at their discretion.
- 9) The contractor shall be required to attend all coordination meetings that pertain to this scope of work.

## **CHANGE PROPOSAL PRICING AND CHANGE ORDERS**

### **1) CHANGE ORDER WORK**

Definition: Any work that changes the scope of your base contract. This classification includes both "Changes in Scope of Work" and "Extra Work" as further defined in items "2" & "3" below.

- a) Instructions for change order work of any type will be in writing. Any extra work performed by you without prior written instructions will be at your expense. A trade-contractor's overhead and profit for increases in the cost of its portion of the work may not exceed 15.0%.
- b) It is your responsibility to ensure that your field supervisors are familiar with the extent and scope of work so that the work is not delayed due to arguments regarding contractual responsibilities.

### **2) CHANGE IN SCOPE OF WORK**

Definition: A change initiated by the Owner that adds to or deletes from your scope of work and/or affects the time required for your performance of the work.

- a) Construction Manager will review all changes initiated by the Owner or Architect/Engineer, assign a control number, and forward the information to applicable trade-contractors. It is imperative that you reply in writing within (5) days.
- b) If at the time you submit your quotation (Change Proposal) and do not specify that a time extension is required, you will be required to complete your work, including the work required by the change, as indicated by the most current project construction schedule.
- c) Each change proposal is to be referenced to and applied to only the Construction Managers control number. Change proposals that do not have the proper Van Horn Construction control number listed and/or a complete cost and breakdown will be returned to you with no action taken.
- d) When you submit a change proposal for a change under a particular control number, it will be assumed to cover all work required by that change unless indicated otherwise. It is your responsibility to investigate the total scope of the change and notify Van Horn Construction at the time you submit your change proposal of any exclusions and/or qualifications that would affect your quote.

### **3) DISPUTED WORK**

Definition: Work that is considered "extra" by you and as "base contract work" by Van Horn Construction, or work that is believed to be beyond the scope of the General Contract with the owner.

- a) The procedure used to document and track the work is to be the same as that used for "Time and Material" work. THE SIGNATURE OF VAN HORN CONSTRUCTION'S SUPERINTENDENT ON TIME AND MATERIAL DAILY SLIP IS ONLY TO VERIFY THAT THE WORK WAS PERFORMED AND IS NOT AN ACCEPTANCE OF RESPONSIBILITY FOR THE COST OF THE WORK, NOR AN AFFIRMATION THAT WORKS TO BE CONSIDERED AS "EXTRA".

#### 4) EXTRA WORK

Definition: Work beyond the scope of the Contract that is performed for other trade-contractors or Van Horn Construction. Procedure used to document and track extra work is to be the same used as that used for "Time and Material Work" (See Item 5).

#### 5) TIME AND MATERIAL WORK (T&M)

On limited occasions Van Horn Construction may direct you to do work on a T&M basis. If you are so directed, the cost of the work is to be documented as follows:

- a) Time and material slips are to be signed daily by Van Horn Construction's Project Superintendent. One copy of the signed slip is to be given to Van Horn Construction's Superintendent or turned in at the jobsite office. Information on the daily slips is to include:
  - i. Date
  - ii. Trade-Contractor
  - iii. Complete description of the work including type, location, extent, quantities, etc.
  - iv. Number of hours worked by each employee
  - v. Material Used
  - vi. Equipment Used
  - vii. Include Van Horn Construction's control number if applicable.
- b) Daily time and material slips that do not have the proper Van Horn Construction required information will be considered "void".
- c) Quotations for time and material work are to be submitted within ten (10) working days of the completion of work. Copies of the signed daily time and material slips are to be submitted as backup. Payment will not be made unless time and material slips are submitted.

#### 6) DELETED MATERIAL

If material that was to have been purchased by you as part of the work, and it is deleted by an Architect or Owner-initiated change prior to installation, one of the following operations will be used per the Owner's direction:

- a) Credit is to be given to the Owner for the cost of the material minus any reasonable restocking charge.



- b) The material is to be turned over to the owner (only if the material cannot be returned to the manufacturer or supplier for a reasonable credit). An installation credit may be required depending on the activity in question.
- c) Unless otherwise noted, material that is to be turned over to the owner is to be turned over at the time that the building itself is being turned over and accepted by Owner (not at the time of the change).
  - i. You are to store the material (off-site if required) until it is to be turned over. You will be responsible for the care and custody of the material until it is to be turned over to the Owner. All costs associated with the handling, storage, and turnover of the material are to be included in your change proposal at the time the material is deleted.
  - ii. You are to keep an account of all deleted material and submit and updated list with each progress payment request. Information on the list is to include the Van Horn Construction change in which the material was deleted and quantities and descriptions of all items. The Owner may elect (optional) to have the deleted material disposed of in lieu of having it turned over to the owner.
  - iii. Written instruction, issued through Van Horn Construction, will be liable for displacement costs for any deleted material that is disposed of without proper written instructions.

## 7) BILLING OF CHANGES

The bidder agrees to furnish all labor, materials, tools, equipment, supplies, insurance, bonds, etc. required for additional work, for which no pre-agreed price has been fixed, for net costs of all labor, materials, etc. furnished plus ten percent (10%) total mark-up for overhead and profit of the subcontractor.

All of your billings for base contract work and change order work (including "Change in Scope of Work," "Extra Work," "Time and Material Work," etc.) will be paid as progress billings only. There will be no payment for change order work of any type without a signed Van Horn Construction Change Order.

- a) Change in Scope of Work: Upon receipt of a contract order from the owner, Van Horn Construction will issue a Trade-contract Change Order.
- b) Extra Work: Upon Van Horn Construction's review and approval of your quotation, Van Horn Construction will issue a Trade Contract Change Order.

## 8) HOURLY COST BREAKDOWN

You are to submit to Van Horn Construction a breakdown by trade and classification (foreman, journeyman, apprentice, etc.) for their direct labor costs per hour. These amounts are not to be exceeded for change order work unless the increase is due to actual labor cost increases during the duration of the project. You are to notify Van Horn Construction in writing, of changes to the labor cost breakdown.

## CONTRACT DOCUMENTS

### 1) DISTRIBUTION

Each Trade-contractor/Vendor's contract includes all contract documents. DO NOT SUBMIT QUOTES WITHOUT A COMPLETE SET OF CONTRACT DOCUMENTS AND SPECIFICATIONS. Please coordinate request for documents through the project management and staff.

## 2) CONTRACT DOCUMENTS

The Architect/Engineers has issued a construction set of contract documents. These documents are available to the trade-contractors through the reproduction company at your expense. It is the responsibility of each trade contractor to verify the completeness of these documents and notify Van Horn Construction of any discrepancies.

## 3) DRAWINGS DISCREPANCIES

Should you find discrepancies in, or omissions from, the drawings or documents, or should you be in doubt as to their meaning, you shall obtain clarification from Van Horn Construction's authorized representative before proceeding with any affected work. All clarification requests shall be written. All Van Horn Construction official responses shall be in writing.

Where a conflict exists between the construction documents (drawings & specifications) and this bid proposal, the following precedence prevails:

- a) Project Addendums
- b) Project Specifications
- c) Project Drawings

## **SUBMITTALS**

The following requirements are not intended to supersede any more strenuous requirements elsewhere in the Contract Documents.

### 1) SUBMITTALS

- a) You are responsible for your submittals to comply with applicable Contract Documents and for any delays occasioned by lack of such compliance.
- b) TRADE-CONTRACTOR SUBMITTAL LOG AND PRESENTATION  
Prior to your first submittal, you shall identify the list of all items you are required to submit. Include all Guarantees and Warranties in this log. Indicate the required approval date and lead times for materials and equipment.
- c) INDEX  
All sets of drawings must have an index on the front sheet listing each drawing by sheet number, title, original drawing date, revision number and revision date.
- d) SUBMITTAL REFERENCE  
Each drawing shall have marked thereon, proper descriptive title, including Part (A, B, C), location, project number, manufacturer's number, reference to contract drawing number, detail Section Number, and Specification Number.
- e) REVIEWS  
Van Horn Construction's review of Submittals is not construed as a complete check nor relief from responsibility for errors of any sort, or from necessity of furnishing work required by the Contract Documents which may not have been shown in the submittal.

You are responsible for quantities and dimensions shown on submittals and for all field verifications of dimensions.

Van Horn Construction's project management will receive, verify completeness, and log submittals prior to forwarding to the Architect. Van Horn Construction will review all submittals for general compliance with the Contract Documents.

f) VARIATIONS FROM CONTRACT DOCUMENTS

It is your responsibility to obtain specific approval for variations from the Contract Documents. (Use RFI Form.) Deviation/Variations shall be identified in writing, separate from the drawings, etc. and will be submitted as one package.

"Obtaining specific approval" is defined as flagging details on the shop drawings, clearly noting them as deviations from the Contract Documents and receipt of written verification that the change has been accepted by Van Horn Construction, the Architect, and the Owner. Van Horn Construction will not accept variations from the Contract Documents solely for the convenience of the Trade contractor. Van Horn Construction will not process a variation, however, that has cost savings but at the same time may delay the project.

Any costs incurred by Van Horn Construction that are the result of changes to the Contract Documents which are made by a trade-contractor for your convenience, will be your responsibility.

g) NONCONFORMING DETAILS

Nonconforming details that are required for reasons beyond your control (Contract Document detail that are incorrect, proven to be faulty or not feasible, etc.) and that will result in an increase in your contract, are to be immediately brought to Van Horn Construction's attention in writing. Failure to follow this procedure will jeopardize your ability to recover additional incurred costs.

h) REVISIONS

All revisions must be flagged, properly indexed, and dated. Previously submitted drawings are not to be revised without flagging all changes on each sheet. You shall specify the origin of any revision.

i) COORDINATION

You shall coordinate the requirements of your work with that of other trades prior to the preparation of shop drawing through review of all contract drawings and any necessary coordination meetings with other trades which shall be scheduled through Van Horn Construction.

j) DISTRIBUTION

In accordance with the Contract, shop drawings are to be submitted in set of 7 prints. You will receive an approved copy back for the purpose of providing all necessary coordination and job use sets. Coordinate quantity of job use sets with your assigned Van Horn Construction management representative.

2) BROCHURES AND SUBMITTALS

In accordance with the Contract, brochures and submittals are to be submitted in sets of seven (7). You will receive two (2) sets back for your files.

3) SAMPLES

Typically, three (3) samples will be required for submission. If a specific quantity of samples is referenced by your specification section other than that noted above, one additional sample is to be furnished for Van Horn Construction's records. All required

certifications shall accompany the sample submission with your cover letter noting the following:

- a) Contractor's Name
- b) Project name and number
- c) List of samples being submitted
- d) Trade section to which sample refers
- e) Number of standard (ASTM, USASI, Commercial Standard, Federal Spec.) if any, which sample complies.
- f) Manufacturer's name or source of supply.
- g) Trade Name
- h) Catalogue number
- i) Other pertinent information
- j) Any deviation from contract requirements.
- k) Contractor's certification that he/she has checked all samples for compliance with contract requirements and availability of material represented thereby.
- l) Fill out submittal cover sheet, 1 copy for separate submittal.

#### 4) DRAWINGS

- a) Submit seven (7) copies.
- b) Plans must include a 6" wide X 3" high block for the Quality Control approval Stamp.
- c) Submittal cover sheet to be filled out and must be attached to each set of drawings.  
This will facilitate review and distribution.

#### 5) ELECTRONIC SUBMITTALS

- a) When possible, electronic submittals will be accepted and are preferred to paper copies. Submit electronic submittals in .pdf format. Other electronic formats will be considered with pre-approval of the construction manager.
- b) All other information listed above applies to electronic submittals just as it applies to paper copies of submittals.

### **SCHEDULE**

**VAN HORN CONSTRUCTION WILL CREATE A SCHEDULE WITH MILESTONE AND PHASING DATES WHICH MUST BE MET. A COLLABORATIVE MEETING WILL BE HELD WITH THE MAJOR SUBCONTRACTORS TO DEFINE THE ACTUAL SCHEDULE. ALL SUBCONTRACTORS SHALL BE AWARE OF THIS UPON AWARD OF YOUR WORK AND ARE CONTRACTUALLY BOUND TO SAME.**

#### 1) PROJECT CONSTRUCTION SCHEDULE

Van Horn Construction will have available on-site for your inspection a Project Master Construction C.P.M. Schedule. This schedule will be updated on a continual basis. Van Horn Construction maintains that this schedule will be executed as detailed. We intend to maintain this schedule and to improve upon it. Certain areas may be made available earlier than currently indicated. You must be prepared for any minor adjustments to this schedule as work progresses.

## 2) SCHEDULE OF TRADE-CONTRACTOR'S WORK

Van Horn Construction will furnish the trade contractor with a 3 week and 6 week working schedule form to be filled out and conform to the project master schedule. Each working schedule will be updated and submitted to the Van Horn Construction Superintendent at the weekly trade contractor meeting. Trade contractor will begin submitting these schedules when his work is to begin within 6 weeks as shown on the master schedule. Any work that is required to be in place before your work can start shall be noted on your schedule.

## 3) COMMENCEMENT AND SEQUENCE OF WORK

You shall be prepared to, and shall, commence your work at the project site as required by the Project Construction Schedule, and shall carry out the same, at such points in the sequence, and as rapidly as Van Horn Construction may require.

If the Project, in the opinion of Van Horn Construction, shall not be in condition to receive your work at the time of times hereinafter stipulated, then you shall hold yourself in readiness, and upon receipt of seventy-two (72) hours' notice from Van Horn Construction, shall commence work at the project.

## 4) OUT OF SEQUENCE WORK

You shall keep yourself informed as to the general progress of the job and shall bring to Van Horn Construction's attention any work that must be performed before your work can start. When job construction is required, you shall omit any sections or portions when directed, at no additional cost. You shall also perform any work out of sequence that may be required by Van Horn Construction at no additional cost.

## 5) COMPLETION DATES

You will be required to complete all work by scheduled completion dates. It is your responsibility to notify Van Horn Construction (in writing) if conditions at the site are such that you cannot undertake and complete your work on time. Failure to notify Van Horn Construction of these conditions will leave you responsible for making up time required to meet the construction schedule at no additional cost.

## 6) SUBMITTALS

A "minimum" of ten (10) working days (not including architects review and transit time) is required for review of submittals, shop drawings, samples, manufacturer's literature, etc. It is your responsibility to make submittals in a timely manner. Costs incurred for delays caused by re-submittal of drawings will be your responsibility.

## 7) WEEKEND AND OVERTIME WORK

Van Horn Construction will have a supervisor on-site when any type of work is performed on this project. You are to notify Van Horn Construction's Project Superintendent to schedule any weekend or overtime work. If overtime work is required due to schedule deficiencies caused by you, you will be responsible for Van Horn Construction's direct cost of all labor (wages, fringe benefits, etc.) and hoisting which may be required for your overtime work. In the case where more than one Trade contractor is working on

overtime, the direct labor cost, and hoisting cost if required, will be prorated as deemed appropriate by Van Horn Construction.

#### 8) MILESTONE DATES

All trade contractors are bound by the phase milestone dates as agreed upon in the collaborative schedule meeting.

### **MATERIAL PROCUREMENT, EXPEDITING, AND HANDLING**

#### 1) CRITICAL ITEM

Materials which are "critical" to the timely completion of the project will be your responsibility. Every effort must be made to expedite shop drawing submittals and subsequent acquisitions of these items.

#### 2) "LOOSE MATERIAL"

"Loose" material is defined as material that is required by the Contract Documents to be turned over to the Owner, but not installed or attached to the building. (Examples: spare parts, attic stock, special tools, chemical, etc.)

- a) Loose material of any type that is to be turned over to the Owner is to be inventoried and provisions are to be made for the Van Horn Construction authorized representative to sign the inventory sheet verifying the quantity and the description of the material at the project office. Van Horn will not sign for, nor accept responsibility for, the care and custody of material that is to be turned over to the owner until final acceptance of the project by Architect and Owner.
- b) If there are any disagreements regarding the turnover of material to Van Horn Construction, you will be required to produce copies of the signed acceptance sheet(s). If you do not have signed copies of the acceptance sheets, you will be required to furnish the material in question.

### **PROTECTION OF MATERIAL AND INSTALLED WORK**

#### 1) PROTECTION OF MATERIAL AND INSTALLED WORK

You are responsible for the protection of your material, equipment, and installed work.

- a) You shall protect and secure your material against loss by storm or theft. Van Horn Construction will not accept any claim for alleged storm damage or theft of material or equipment from the jobsite.
- b) You are responsible for furnishing, installing, and maintaining protection measures for your installed work.
- c) Van Horn Construction will not accept responsibility for the care, custody, and control of material between the time of installation by you and acceptance by the Owner.

#### 2) REPAIR OR REPLACEMENT OF INSTALLED WORK

You shall touch-up, repair, replace, repaint, rehabilitate, etc. at no additional cost as required to bring your work to an acceptable condition, per the Contract Documents, at the time the work is to be turned over and accepted by the Owner.

- a) NOTE: Your responsibility as noted above will be in effect until both of the following conditions are met:

- i. Certificate of Substantial Completion for the project has been issued by the Architect.
- ii. The Owner accepts the work and takes over the building for beneficial use.

b) Van Horn Construction will not accept any claim for repair or replacement of your material of installed work due to vandalism, malicious mischief, normal construction traffic, theft, etc. All such repairs or replacements are to be either handled by you directly at your cost or covered by your insurance.

### 3) DAMAGE BY ANOTHER TRADE-CONTRACTOR

If your work is damaged by another, the Trade-Contractor who caused the damage will be responsible for any repair and/or replacement costs. The work is not to be delayed by disputes regarding cost responsibility for damaged work. If there is a dispute regarding cost responsibility, the repair and/or replacement is to be tracked according to the requirements for "Disputed Work. The burden of proof will be on the Trade-Contractor whose work was damaged. Remember, it is your responsibility to protect your work until accepted by the owner.

### 4) SCHEDULE

No wording contained herein shall be construed as to relieve you from the responsibility to fabricate, install, and complete your work in a timely manner as required to meet the Project Construction Schedule.

## **FIELD OPERATIONS**

### 1) WORK HOURS

The "normal" work hours will be Monday through Friday-7:00 AM to 4:00 PM unless otherwise notified. Adjustments may be made in accordance with the actual daylight hours. The schedule on this project may dictate an expanded work schedule for most trades. All trade-contractors are expected to provide sufficient labor to maintain the schedule, avoid delays to other trades, and perform out of sequence work requested by Van Horn Construction. Major building stocking operations shall be conducted during off-hours on a pre-determined schedule.

### 2) JOB MEETINGS

Meetings will be held at the job site office on a predetermined day and time and as required by the Project Superintendent with all trade-contractor foremen on the job or scheduled to be on the job.

### 3) DAILY MANPOWER

You are to turn in to our Superintendent's office a trade-contractor Daily Report by 9:00 AM of the following workday. Information to be provided includes the number and names of workers, major equipment, material received, and a brief description of the work being performed on that day. The form is to be dated and signed by your field supervisor.

### 4) TRADE-CONTRACTOR'S FIELD SUPERVISION

You are to have a supervisor on site that has the authority to control all aspects of your work any time work is being performed and that can read and communicate with the Van Horn Construction field personnel in English.

You are to provide your field personnel with adequate drawings, specifications, and instruction as required to undertake and complete the work in an efficient and timely manner. Your personnel who arrive at the jobsite without adequate information and instructions may be sent back and you will be responsible for the cost of any delays incurred per the terms and conditions of the Contract.

#### 5) MATERIAL STORAGE AND FIELD OFFICES

All deliveries of materials to be delivered to the jobsite for storage are to be cleared with Project Superintendent with respect to date, time of unloading, and storage area location. All deliveries will be scheduled at least 24 hours in advance.

#### 6) INSTRUCTIONS

YOU SHALL NOT CONSULT DIRECTLY WITH THE OWNER OR ARCHITECT WITHOUT SPECIFIC PERMISSION FROM VAN HORN CONSTRUCTION. NO VERBAL INSTRUCTION GIVEN TO YOU BY THE ARCHITECT OR THE OWNER WILL BE HONORED BY VAN HORN CONSTRUCTION.

#### 7) TRAFFIC CONTROL

You are responsible for providing any flagmen, barricades, etc., that may be required for pedestrian or vehicular traffic control related to delivery, unloading and stocking of your equipment on this project.

All vehicles, company owned and personal which enter the project must be coordinated with the Van Horn Construction Superintendent. Access to the project site will be described and on the traffic control maps provided by Van Horn Construction.

#### 8) DRINKING WATER AND ICE

You are responsible for providing drinking water, ice, and waste cans for your personnel.

#### 9) PROJECT SIGNS AND PHOTOGRAPHS

No signs may be posted or displayed without the appropriate approval of the Project Superintendent. No photography shall be used on-site without Van Horn Construction's and the Owner's approval. This includes aerial photos.

### **COORDINATION WITH OTHER TRADES**

#### 1) COORDINATION

You are responsible for coordinating your work with that of other trades. Van Horn will at its discretion, provide shop drawings or data submitted by other trades for your information and coordination; however, as the "expert" in your chosen trade you are responsible for advising Van Horn Construction as to the information you will require from the other trades for proper coordination and installation of your work.

#### 2) SLEEVES, CUT-OUT, EMBEDMENTS

Within thirty (30) days of the date of the contract, or earlier if required by the Project Construction Schedule, you are required to submit a detailed listing (or drawings if



requested) of all locations for sleeves, cut-outs, or embedment items related to the structure for coordination with other trades and structural and architectural requirements.

3) CUTTING AND FITTING

You shall perform all cutting and fitting for the installation for your work and cutting and fitting of work to accommodate the work of other trades within your work as noted by the Contract Documents.

4) CUTTING AND PATCHING

You shall perform all cutting and patching under jurisdiction of your trade. Additionally, if cutting and patching are required due to failure in your work performance, you will be responsible for additional cutting and patching at your expense.

5) LAYOUT

You shall be responsible for your own layout, including layout of "housekeeping pads" required for your equipment, from control lines provided by Van Horn Construction. This layout is required immediately after a concrete slab is "ready". If these are not laid out at that time, the trade-contractor shall form and place his own pads.

6) CEILING HEIGHTS

Ceiling heights and designated walkways in the project are crucial and must be maintained. You shall layout and be responsible for installation of the work in such manner that the distance from the floor to ceiling called for in the architectural drawings will be maintained. Notify Van Horn Construction immediately of any conflict in construction requirements.

7) FIREPROOFING

All hangers and other items that are attached to the structural steel and/or metal deck must be in place before the fireproofing is installed. You will be charged for patching and repair costs if the fireproofing is damaged by your work.

8) BACKING AND BLOCKING

You shall provide information to Van Horn Construction for all backing, blocking, and/or concealed framing required for your work that is not called out for your installation.

**DEBRIS AND CLEANUP**

- 1) Trade-Contractor will perform their own clean-up and removal of their construction debris daily so as not to impede the progress of the work or of other trades and will deposit all debris into jobsite dumpsters as designated by Van Horn Construction with the exception of the Masonry Contractor who is responsible for removal of their debris from the job site.
- 2) Trade-Contractor shall include clean-up and removal of all debris generated by its employees, trade-contractor's suppliers, or representatives including water cups, food, containers/wrappers, lunch trash, scrap/excess materials, boxes, crating/packing materials, etc. Van Horn Construction will not provide "general clean-up services" for the entire project.

- 3) Trade-Contractor shall employ adequate personnel whose sole responsibility is the performance of clean-up described herein.
- 4) If Trade-Contractor fails to comply with those requirements, Van Horn Construction shall perform the necessary clean-up and deduct the cost of such work from the monies due or to become due to said Trade-Contractor. Trash will be identified by the predominant material in the pile of area and the associated Trade-Contractor will be charged for removal.
- 5) The costs for unidentifiable trash removed by Van Horn Construction will be deducted from your trade-contract amount on a prorated basis determined by your manpower on the project on a percentage of the total manpower. Joint crew clean-up methods will be required to avoid back-charges.

### **RECORD DRAWINGS AND O & M MANUALS**

- 1) It is a contract requirement to maintain record drawings during the entire course of the project. These drawings are to be prepared at the same scale as the contract documents unless noted otherwise in your specification section. Van Horn Construction reserves the right to review your record drawings monthly and withhold an appropriate value for the trade-contract requisition if the record drawings are not up to date.
- 2) Maintenance manuals are to be submitted in accordance with the format outlined in the specification requirements. Additionally, an index of all keys that must be turned over to the owner is to be included in the manual. The keys are to be properly labeled and turned over with the final submission of the maintenance manuals.
- 3) Retainage will not be released until all closeout documents are received by Van Horn Construction and approved by the Architect.

### **REQUESTS FOR INFORMATION**

Van Horn Construction has established a system through which requests for information can be handled in a simple, efficient manner.

- 1) A RFI form should be filled out (typed, if possible, on sample form Section 006) and transmitted to Van Horn Construction. Most RFIs will require the Architect's review and response. If the response time is particularly critical you should note the required response time, otherwise, Van Horn Construction will establish the required response time.
- 2) Any verbal direction received by your field forces from inspectors should be confirmed in writing through the RFI Process. Action on verbal direction is at your own risk.
- 3) Remember to reference drawing number, coordinate (Column lines), specification section, room number, etc. to facilitate resolution. Your Van Horn Construction Representative will fill in the Van Horn Construction RFI number and submission date.

END OF SECTION

Section 007

Contract Samples



790 TYLER ROAD  
RUSSELLVILLE, AR 72802  
Ph : (479)968-2514

Subcontract No.

**SUBCONTRACT**

**THIS CONTRACT** made this day of by and between (the Subcontractor) and Van Horn Construction, Inc., (the Contractor), as follows:

**ARTICLE 1. General.** Subcontractor agrees to furnish all material and perform all work as described in Article 2 hereof for \_\_\_\_\_ for Contractor in , in accordance with this Subcontract and the Contract between Owner and Contractor, and if applicable, with the General Conditions of the Contract, by the Supplementary General Conditions, the Drawings and Specifications and addenda prepared by \_\_\_\_\_ (the Design Professional or Owner’s authorized agent), all of which documents, signed by the parties thereto or identified by the Design Professional or Owner’s authorized agent, form a part of a Contract between the Contractor and \_\_\_\_\_ and are hereby made a part of this Subcontract, and referred to as the Contract Documents. The Contract Documents have been made, and will continue to be, available to Subcontractor for review and copying. Subcontractor has carefully reviewed the Contract Documents and notified Contractor of any errors, omissions or violations of law or regulation.

**ARTICLE 2. The Work.** Subcontractor and Contractor agree that Subcontractor is to provide the work as listed below, furnish all labor, material, equipment, insurance and supervision in accordance with plans, specifications and addendums.

**Description of Work.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 3. Time.** Time is of the essence and Subcontractor agrees to commence and to complete the above work as follows:

- a. Adhere to Job Progress Schedule provided by Contractor; coordinate work with other trades in a manner to prevent delay of completion.
- b. No extension of time of this Contract will be recognized without written authorization of Contractor as herein provided. Subcontractor shall be liable for all actual or liquidated damages suffered or incurred by Contractor because of Subcontractor’s delay.

**ARTICLE 4. Payment.** Subject to the provisions hereof, and as permitted under the Contract Documents, the Contractor agrees to pay the Subcontractor for the performance of the work the sum of

**TOTAL CONTRACT**

subject to additions and deductions for changes as may be agreed upon, in writing, and to make monthly payments on account of 90% of work completed thereof.

- a. Monthly pay applications, in a format and with such detail as required by Contractor, are to be submitted on or before the 20th day of the month or a date agreed by Contractor.
- b. Subcontractor shall submit an affidavit with each application stating that all bills for labor and material included in the application have been paid and no liens will be filed against the job.

- c. If payments are made on valuations of work done, Subcontractor shall, before the first application, submit to Contractor a schedule of values of the various parts of the work, aggregating the total sum of the Subcontract, made out in such detail as Contractor shall require. Such schedule shall be used as a basis for payment applications, unless found to be in error.
- d. Contractor shall send payment for the Subcontractor's payment application within a reasonable amount of time after the Contractor receives payment from the Owner for the Contractor's application in which the Subcontractor's application is incorporated. Should the amount requested by the Contractor on behalf of the Subcontractor be reduced or denied for any reason, payment to the Subcontractor will be reduced or denied accordingly.
- e. Neither Contractor nor any surety shall be under any obligation to pay Subcontractor unless and until Contractor has been paid thereof by Owner, and the making of all progress and final payments are expressly subject to this condition. **Subcontractor is relying exclusively upon the credit and ability of Owner to pay and accepts the risk that it may not be paid for work performed if Contractor is not paid by Owner for such work.**
- f. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Subcontractor shall remain responsible and liable for performance in strict compliance with this Subcontract.
- g. Notwithstanding anything to the contrary herein, Contractor may setoff any debt or obligation of Subcontractor to Contractor, whether arising hereunder or otherwise, against any payment otherwise due the Subcontractor under this Subcontract.
- h. In its sole discretion, Contractor may pay the Subcontractor by joint check payable to it and any of its (i) sub-subcontractors, (ii) suppliers to either Subcontractor or sub-subcontractors, or (iii) any taxing authority asserting a claim and charge Subcontractor reasonable expense and processing fees for doing so.

**ARTICLE 5. Bonds.** Upon Contractor's request, the Subcontractor shall furnish bonds covering the faithful performance of this Subcontract and the performance of all obligations arising there under in such form and amount and with such sureties as may be acceptable to Contractor.

**ARTICLE 6. Insurance.** The Subcontractor will provide the coverages and limits according to the contract between Owner and Contractor but at a minimum the following coverages and limits, with such companies and such policies as are acceptable to Contractor, and will furnish satisfactory evidence thereof prior to commencing work:

- a. Workmen's Compensation as required by all applicable Federal, State, Maritime, or other laws including Employers Liability. Limits on Workmen's Compensation are statutory by law. Limits on Employer's Liability are as follows:
 

Each Accident	\$500,000
Policy Limit	\$500,000
Each Employee	\$500,000
- b. Comprehensive General Liability, Contractual Liability, Completed Operations and Products Liability, all on an occurrence basis with Personal Injury Coverage and broad form Property Damage. Remove the XCU exclusion relating to Explosion, Collapse, and Underground Property Damage. Completed Operations Liability shall be kept in force for at least five (5) years after the date of final completion. Limits on Liability coverage are as follows:
 

General Aggregate	\$ 2,000,000
Product & Completed Operations	\$ 2,000,000
Personal Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage	\$ 100,000
Medical	\$ 5,000
- c. Automobile Liability in the Combined Single limit of \$1,000,000.

- d. Contractor shall be named as an additional insured including completed operations for a minimum of 5 years on the Subcontractors' General Liability policy. Additional insured status should be written using ISO forms CG 20 10 10 01, ISO CG 20 37 10 01 or their equivalent. Contractor shall be named as an additional insured on a primary and non-contributory basis on all of Subcontractors' General Liability, Commercial Automobile and Umbrella policies (and Pollution Liability policy, if applicable). Please see the attached sample of Certificate of Insurance titled "Attachment A".
- e. Subcontractor shall provide a waiver of Subrogation on Workman's Compensation, General Liability, Auto & Umbrella coverages in favor of Contractor.

**ARTICLE 7. Subcontractor Obligations.** Subcontractor further agrees to:

- a. Be bound to the Contractor by the terms of this Subcontract and, to the extent that the provisions of the Contract Documents between the Owner and Contractor apply to the work of the Subcontractor, the Subcontractor shall assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the Owner or the Architect.
- b. Supervise and perform Subcontractor's work, with sufficient skilled personnel, including employment of sufficient competent, experienced English-speaking supervisory personnel on the Project at all times in accordance with the Contractor's schedule, and shall not demobilize from the Project site except upon the written permission of the Contractor.
- c. In accordance with Arkansas Code Annotated § 19-11-105, certify that the Subcontractor does not employ or contract with an illegal immigrant; obtain certifications for its subcontractors that the subcontractor does not employ or contract with illegal immigrants.
- d. Pay for all materials and labor used in, or in connection with, the performance of this Subcontract through the period covered by previous payments received from Contractor, and furnish satisfactory evidence to verify such payment including delivery of lien releases executed by any persons who might be entitled to liens for materials or labor furnished.
- e. Supply a complete sub-subcontractor and vendor list and executed vendor lien release(s) from such per the attached forms as a part of each pay request. **Payment will be withheld until the attached forms are furnished.**
- f. Make all claims for extras and extensions of time to Contractor in writing and in accordance with the requirements and time limitations set forth in the Contract Documents, or, if not specified therein, within fifteen (15) days of the occurrence of the event giving rise to such claim.
- g. Make no claim for damages for delay in the performance of the Subcontract caused by any act or failure to act of Contractor, its agents or employees, unless the result of gross negligence or malice, and with the sole remedy for any such claim being an extension of time to complete performance of the work.
- h. Take necessary precautions to protect properly the work of other subcontractors.
- i. Communicate with the Owner and Project Design Professionals only through the Contractor.
- j. Cooperate with the Contractor, other subcontractors, and the Owner where their work might interfere with the Subcontractor's work, participate in the preparation of coordinated drawings in areas of congestions, and promptly advise Contractor of any interference.
- k. Promptly submit shop drawings, product data, samples, and similar submittals required by this Subcontract with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of the Contractor or other Subcontractors.
- l. Furnish to the Contractor periodic progress reports on the work of this Subcontract as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

- m. Give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the work of this Subcontract; secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's work; comply with federal, state and local tax laws, Social Security acts, unemployment compensation acts and Worker's Compensation acts insofar as applicable to this Subcontract.
- n. Take all necessary safety precautions with respect to performance of this Subcontract; comply with safety measure initiated by the Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property; report to the Contractor immediately any accident/incident or any injury to an employee or agent of the Subcontractor which occurred on site.
- o. Keep the work site clean at all times of debris, including not less than daily clean-up, failing which the Contractor may immediately remedy the unclean condition and deduct the cost thereof from any funds then or thereafter due the Subcontractor but not be responsible for unclean conditions caused by Contractor or other subcontractors.
- p. Not assign the work of this Subcontract nor subcontract the whole of this Subcontract, without the written consent of the Contractor.
- q. Warrant that the work shall be performed strictly in accordance with the Contract Documents, of good quality, and new unless otherwise stated in writing, free from faults and defects, and subject to final approval of the Owner, Architect or Owner's authorized representative.
- r. Make no substitutions in the work unless permitted in the Contract Documents or otherwise in writing.
- s. At its own cost, promptly correct any work failing to comply with the Contract Documents, whether discovered prior to or after the warranty period(s) established in the Contract Documents.
- t. Not use the Contractor's equipment except with its written permission.
- u. Use only designated roads, streets, driveways, parking areas, storage areas and toilet facilities at the project site.
- v. If the Owner-Contractor agreement is subject to the Federal Acquisition Regulation (FAR) E-verify rules, use the E-verify system and otherwise comply fully with FAR 52.222-54.

**ARTICLE 8. Contractor.** Contractor agrees to:

- a. Cooperate with the Subcontractor in scheduling and performing work to avoid conflicts or interference in the Subcontractor's work and to expedite written responses to submittals made by the Subcontractor.
- b. Provide suitable areas **as may be available** on site for storage of the Subcontractor's materials and equipment during the course of the work.
- c. Make available to the Subcontractor information which affects this Subcontract and which becomes available to the Contractor subsequent to execution of this Subcontract.
- d. Permit the Subcontractor to request directly from the Architect or Owner's authorized agent information regarding the percentages of completion and the amounts certified on account of work done by the Subcontractor.
- e. Furnish and make available temporary toilets and drinking water at no cost to the Subcontractor.

**ARTICLE 9. Changes in the Work**

- a. The Owner may make changes in the work by issuing modifications to the Contract Documents. Upon receipt of such a modification, the Contractor shall promptly notify the Subcontractor and, unless otherwise directed, the Subcontractor shall not thereafter order materials or perform work which would be inconsistent with the changes made by the modification.
- b. The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to

make changes in the work within the general scope of the Subcontract consisting of additions, deletions or other revisions, including those required by modifications to the Contract Documents issued subsequent to the execution of this Subcontract, with the Subcontract sum and time being adjusted accordingly. Prior to the commencement of such change or revised work, the Subcontractor shall submit promptly to the Contractor written claim for adjustment to the Subcontract sum or time for such revised work.

- c. The Subcontractor shall make all claims promptly to the Contractor for additional cost or extensions of time in accordance with the Contract Documents or this Subcontract. A claim which will affect or become part of a claim which the Contractor is required to make under the Contract Documents within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Contract Documents, and not less than two working days before Contractor's claim must be made. Claims shall be in such form and supported by such data as Contractor may require.

**ARTICLE 10. Correction of Work; Termination.**

- a. If Subcontractor persistently or repeatedly fails or neglects to carry out the work or otherwise to perform in accordance with this Subcontract, Contractor may, at its option and after forty-eight (48) hours notice to Subcontractor (i) provide any labor or materials necessary to correct the default and deduct the cost thereof from any funds then or thereafter due to Subcontractor whether under this Subcontract or otherwise or (ii) declare this Subcontract terminated, take possession of all materials, tools and appliances belonging to Subcontractor whether on the job site or stored elsewhere pursuant to agreement, and either complete the work itself or contract with other parties for the completion thereof. In such event, Subcontractor shall not be entitled to receive any further compensation pending the completion of the work and payment thereof by Owner, at which time the value of the work done by Subcontractor up to the termination hereof shall be ascertained, which value shall include (A) reasonable amount of labor costs expended on the work as of the date of the termination, (B) the reasonable cost of material actually utilized in the work as of the date of termination, and (C) as applicable, a fair proportionate share of the contract amount for work administrative overhead which shall be reasonably allocated between Subcontractor and whosoever subsequently completes the work, provided, however that in no event shall the portion of the contract price, as so computed paid to Subcontractor be such that the remainder is insufficient to finish the job.
- b. The Subcontractor may terminate the Subcontract for nonpayment of amounts due under and subject to Article 4 of this Subcontract, upon seven (7) days prior written notice to the Contractor.

**ARTICLE 11. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless and defend Contractor and Owner, together with their agents, servants, employees, representatives, officers, directors, and sureties, from and against all claims, damages, losses, expenses, attorneys' fees, and causes of action arising out of or resulting from the failure of Subcontractor to perform its contractual obligations or satisfy any statutory or common law duties. This indemnification obligation shall include, but not be limited to: (i) all claims by Owner or others against Contractor based on any defects or improper performance of Subcontractor's work; (ii) all claims, damages, losses, expenses, attorneys' fees and causes of action attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, to the extent caused by any breach of warranty, failure to perform the requirements of the contract documents, or negligent act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor is liable. Subcontractor's indemnity obligations shall remain in full force and effect regardless of whether the claim relates to a claim under Subcontractor's workers compensation policy. Subcontractor's obligation to indemnify shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person in any other provision of this Subcontract or under the law. In the event of any indemnified claim against Contractor by any third person, Contractor reserves the right to choose legal counsel and direct the defense of such claim at Subcontractor's sole cost and expense.

**ARTICLE 12. Miscellaneous.**

- a. This Subcontract shall be governed by and construed in accordance with the laws of the State of Arkansas.
- b. If a dispute arises out of or relates to the Subcontract, the parties shall first endeavor to settle the dispute through direct discussion. Unless otherwise agreed in writing, Subcontractor shall continue its work and maintain the Project schedule pending any dispute resolution. If Subcontractor continues so to perform, Contractor shall continue to make payments in accordance with this Subcontract.



- c. If Subcontractor and Contractor do not resolve any dispute by direct discussion, exclusive jurisdiction of all claims, disputes and matters in question arising out of or relating to the Subcontract, or the breach thereof shall be in the Circuit Court of Pope County, Arkansas, or, if applicable, the U.S. District Court for the Eastern District of Arkansas, Western Division. Subcontractor and Contractor specifically consent to such jurisdiction; provided, however, if the Contract Documents obligate the Contractor to arbitrate claims or disputes, then Contractor and Subcontractor shall arbitrate all claims, disputes, and matters in question arising out of this Subcontract, if either Owner or Contractor initiates arbitration with respect to the performance of the work covered under this Subcontract. In such event, arbitration hereunder shall be joined or consolidated with such Owner - Contractor arbitration to the extent permitted under the Contract Documents, and Subcontractor shall be bound by the results of the Owner - Contractor arbitration whether or not there is joinder or consolidation.
- d. Any notices required or permitted under this Subcontract shall be effective upon transmittal, when given by facsimile transmission, mail or private mail or delivery service, directed to the address or facsimile number appearing on the signature blocks below.
- e. The parties acknowledge that they and their counsel have had the opportunity to review this Subcontract, and no rule of construction shall apply which would require that it to be construed for or against either party.

Subcontractor:

Contractor:

\_\_\_\_\_  
Name

VAN HORN CONSTRUCTION INC

\_\_\_\_\_  
Address

790 TYLER ROAD

\_\_\_\_\_  
Work Number

RUSSELLVILLE, AR 72802

Ph : (479)968-2514

Work Number

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Exhibit "A"

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

(Show Agency Name Here)		(Show Insured Name Here)	
POLICY NUMBER			
CARRIER (Show Carrier Name Here)	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Contractor shall be named as an additional insured including completed operations for a minimum of 5 years on the Subcontractors' General Liability policy. Additional insured status should be written using ISO forms CG 20 10 10 01, ISO CG 20 37 10 01 or their equivalent. Contractor shall be named as an additional insured on a primary and non-contributory basis on all of Subcontractors' General Liability, Commercial Automobile and Umbrella policies (and Pollution Liability policy, if applicable). Blanket Forms acceptable.

Subcontractor shall provide a waiver of Subrogation on Workman's Compensation, General Liability, Auto & Umbrella coverages in favor of Contractor. Blanket Forms acceptable.

FROM: \_\_\_\_\_

To: **Van Horn Construction, Inc.**

**790 Tyler Road**

**Russellville, Arkansas 72802**

**(479) 968-2514**

NAME OF JOB: \_\_\_\_\_

Job # \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_

PERIODIC REQUEST FOR PARTIAL PAYMENT NO. \_\_\_\_\_ Date: \_\_\_\_\_

ESTIMATE PERIOD \_\_\_\_\_ To \_\_\_\_\_

Description of work	Value	Percent Complete	Total Value		Total Complete to Date (3+4)	Previous Requests to Date	Amount Claimed This Month (5-6)
			of Labor and Material Installed (1+2)	Materials Stored on Site (Attached List)			
	1	2	3	4	5	6	7

SUBTOTALS  
Change Orders (Attach Detail)

Total Job

Retainage \_\_\_\_\_ %

Totals

Net Amount Due This Request

STATE OF \_\_\_\_\_ SS:  
COUNTY OF \_\_\_\_\_

I hereby certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors and (2) for all materials and labor used in or in connection with the performance of this subcontract. I further certify that monies received from the current request shall be used first to satisfy all outstanding debts for material, labor, and services to our company for use in said job.

In consideration of the monies to be paid pursuant to the above request the undersigned hereby waives any right of lien on said above described building and premises under the statutes of the State of \_\_\_\_\_ relating to mechanics' liens on account of labor and/or materials furnished through the current month covered by this request.

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

19 \_\_\_\_\_ My Commission Expires \_\_\_\_\_

By: \_\_\_\_\_ Notary Public Title \_\_\_\_\_

Company Name \_\_\_\_\_

**Vendor Lien Release**

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**ACKNOWLEDGMENT OF PARTIAL PAYMENT**

The undersigned acknowledges having received payment of \$ \_\_\_\_\_ from \_\_\_\_\_ in partial payment for labor performed or material furnished to the property located at \_\_\_\_\_, and including \_\_\_\_\_ (date), and waives any rights to file mechanics' liens against said premises for labor, skill, or materials furnished prior to that date.

There is an unpaid balance of \$ \_\_\_\_\_ pertaining to this job.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

# Vendor List

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Pay Request No.: \_\_\_\_\_

Vendor Name	Address	Phone Number	Amount

# VAN HORN CONSTRUCTION, INC.



790 Tyler Road  
Russellville, AR 72802  
Phone 479-968-2514 Fax 479-968-2570

JC Westside Primary School Addition

## REQUEST FOR INFORMATION

RFI #: \_\_\_\_\_ DATE SUBMITTED: \_\_\_\_\_

REQ. ANSWER DATE: \_\_\_\_\_ SUB-RFI #: \_\_\_\_\_

REQUESTING CONTRACTOR'S NAME: \_\_\_\_\_

**ALL REQUESTS MUST INCLUDE THE ASSOCIATED REFERENCE SUCH AS DRAWING #, SPEC SECTION, ROOM #, COLUMN LINE LOCATION, ETC...**

REFERENCE:

REPLY:

DATE: \_\_\_\_\_

**THIS IS A NOTICE TO PROCEED. SHOULD THIS REPLY RESULT IN A CHANGE TO YOUR SCOPE OF WORK, WRITTEN NOTIFICATION MUST BE SUBMITTED TO VAN HORN CONSTRUCTION WITHIN 10 WORKING DAYS OR PRIOR TO STARTING WORK, WHICHEVER COMES FIRST.**

CC: SUPERINTENDENT  
RFI FILE

END OF SECTION

## Section 008

# Health & Safety Requirements



# Site Specific Safety Plan

JC Westside Primary School Addition

193 School Street  
Hartman, Arkansas



DATE: SEPTEMBER 2024

# INTRODUCTION

Sub-Contractor shall fully comply with applicable provisions of all sections of 29 CFR 1926-OSHA Construction Industry Safety and Health Standards, 29 CFR 1910-OSHA General Industry Safety and Health Standards, National Fire Protection Association codes, National Electrical Code, Local ordinances and all applicable American National Standards Institute standards, and all standards or codes referred to in the listed document and any other applicable standards.

Due to the changing nature of health and safety regulations, and because new information is constantly becoming available, this plan is subject to change.

## Site Specific Safety Plan

Van Horn Construction has the project goal of ZERO accidents and ZERO injuries, with work tasks designed to minimize or eliminate hazards to personnel, processes, equipment, and the general public. No worker should ever perform a task that may endanger their safety and health or that of others.

This SSSP outlines the Environment, Safety, and Health (ES&H) requirements and guidelines developed for the **JC Westside Primary School Addition**. These requirements are written to help protect site personnel, visitors, and the general public from exposure to potential ES&H hazards on this job site. There are several plans and actions that are included to ensure that we act to protect the environment, the general public, as well as our workforce during the construction phase of this project.

This plan shall be updated if there are changes to project conditions, situations, or exposures, and those revisions shall be noted on the document. Each employee shall sign the acknowledgement form stating that they understand the SSSP and will implement these safety and health requirements on this job site.

## General Contractor and Subcontractor Safety Plans

All subcontractors shall submit their company's safety program for review by Van Horn Construction.

- This written safety program shall include at a minimum Hazardous Communication, Personal Protection Equipment, Fire Protection, Excavation & Trenching, and Fall Protection.
- In addition, this program shall include any other safety items that may be required due to job specific tasks and scope of work.

## Scope of Work

The work required by these Contract Documents consists of furnishing all materials, labor, tools, supplies, and equipment to fully construct to the satisfaction of the Owner the following major elements of work for the **JC Westside Primary School Addition**:

- 
- 
- 
- 
- 
- All incidental and ancillary work as shown on the Drawings and described in the Specifications.

# Site Specific Safety Plan Requirements

## Responding to COVID-19 Infection

- If someone shows symptoms of COVID-19, they should be removed from the workplace promptly.
- In the event they cannot be removed immediately, they should be isolated from other workers and given a mask if available to prevent further contamination.
- If an employee or subcontractor employee tests positive or has had contact with a carrier of the disease they should self-quarantine at home for 5 days as per Arkansas Department of Health requirements.
- Those who are removed from the workplace or are undergoing self-quarantine should not return until 5 days after the onset of symptoms and after they have been fever-free for 72 hours. If symptoms do not present for a 5-day time period, then they may return.

## Hazard Communication (CFR 1910.1200)

- Each Sub-contractor shall comply with OSHA Hazard Communication Standard 1910.1200 and all state and local hazard communication requirements.
- Each Sub-contractor shall have a written "HAZCOM" program (CFR1929.59Subpart D)
- Each Sub-contractor shall train its employees in the hazards and of handling of all hazardous materials present in the workplace.
- Each Sub-contractor shall maintain a list of all hazardous materials present in the workplace and their Safety Data Sheets (SDS) which must be on file at the job site.
- Each Sub-contractor shall provide an SDS sheet for any chemical they bring on sight.

## Personal Protective Clothing and Equipment (CFR 1926 Subpart E)

- All Personal Protective Equipment (PPE) shall be supplied by each (sub) contractor, as required.
- Hard hats are required at all times. Approved head protection must meet the most current level of protection specified in ANSI Z89.1.
- Hard sole shoes are required. Steel toe foot protection is to be worn when required. Tennis shoes are not allowed.
- Safety glasses are always to be worn. Double eye protection including full face shield and safety glasses shall be worn during all grinding operations.
- Tinted safety glasses are not to be used in place of cutting goggles.
- Hand protection is to be worn when required except when performing a task where the hand protection itself could cause an additional hazard such as running a pipe threading machine.
- Sleeveless shirts and shorts are always prohibited on the construction site.
- Hearing and respiratory equipment shall be worn when required.
- High-visibility vests or clothing shall always be worn on project site.

## Housekeeping (CFR1926.25 Subpart C)

- Each (sub) contractor shall clean up trash and debris created by its work and personnel daily (everyday). **VHC RESERVES THE RIGHT TO CHARGE ANY NONCOMPLYING (SUB) CONTRACTORS FOR CLEANUP SERVICES AFTER GIVING a 24-HOUR NOTICE IF THE AREA IS STILL NOT CLEANED TO VHC'S APPROVAL.**
- All tools and materials shall be stored in a neat and orderly manner.

- Each (sub) contractor shall maintain their material lay down area, parking, and temporary facilities in a neat and orderly manner.
- Glass containers are prohibited on the job site.
- VHC will supply and maintain temporary sanitary facilities on the job site.

#### Fire Protection (CFR 1926 Subpart G)

- Fire protection and emergency equipment must always be kept free and clear from obstructions and be properly located. VHC will provide and maintain portable fire extinguishers on the job site for general use.
- No flammable liquids shall be stored inside the building.
- All flammable fuels shall be stored in a standard safety container. Plastic gas containers are prohibited.
- Portable fire extinguishers shall be nearby during welding and cutting operations, fueling of equipment, and during operations that present risk of fire.
- In case of fire (1) try to extinguish the fire, notify the local fire dept., evacuate the area if fire can't be extinguished. (2) Notify the VHC superintendent.

#### Excavations and Trenching (CFR 1926 Subpart P)

- Excavations and trenches shall comply with all OSHA, state, and local regulations.
- All utilities shall be located (in Arkansas call 1-800-482-8998 before you dig) prior to any excavation and/or trenching operation.
- Each (sub) contractor shall have a competent person trained in Excavation and Trenching operations on site during any excavation and trenching operations.
- All excavations and trenches shall be barricaded to prevent public access.
- All excavation equipment shall have back-up alarms operating.
- Seat belts shall be worn by equipment operators.

#### Fall Protection (CFR 1926 Subpart M)

- Each (sub) contractor shall submit in writing a fall protection plan outlining the means of fall protection when their work presents a fall hazard.
- A competent person shall be present when work is being performed if a fall hazard exists.
- Safety harnesses shall be worn for fall protection when a fall of 6 or more feet is present. Body belts are not permitted.
- Ladders shall be securely braced and tied.
- The following are types of fall hazards:
- Unprotected sides and edges – When an employee is subject to a fall of 6 feet or more from a walking/working surface a guardrail system shall be constructed in order to prevent the employee from falling. The Guardrail system shall be constructed per 1926.502(b) (1-15). Inspections and maintenance shall be conducted daily. Any defective and/or faulty guardrails shall be repaired immediately.
- Hoist Areas – Hoist areas in which an employee is subject to a fall of 6 feet or more shall be protected by a guardrail system as constructed per 1926.502(b) (1-15). In the event a portion of the guard rail system is removed (chain, gate, rails) to receive and/or guide the equipment or materials, and the employee must extend through or beyond the edge, the employee shall be equipped with a personal fall arrest system as per 1926.502(d) (1-24). Note: The guardrail system shall not be used as an anchoring point. When material handling operations are not being conducted the chain, gate and/or removable guardrail shall be in place.
- Holes - All holes in which a person and/or object can pass through (2-1/2" or larger) shall be protected with a guardrail system constructed as per 1926.502(b) (1-15) or cover constructed as per 1926.502(i) (1-4). If a cover is used it shall be clearly marked with **HOLE – DO NOT**

**REMOVE!** Hole cover shall be designed to support twice the load and color-coded orange. The permanent installation shall be completed ASAP and the temporary protection removed.

- Wall Openings – All wall openings in which an employee is subject to a fall of 6 feet or more shall be protected with a guardrail system constructed as per 1926.502(b) (1-15). The permanent installation (i.e., window) shall be completed ASAP.
- Roof Openings – All roof openings including skylights in which an employee or object can pass through (2-1/2" or larger) shall be protected with a guardrail system constructed as per 1926.502(b) (1-15) and/or a cover constructed as per 1926-502(i) (1-4). If a cover is used it shall be clearly marked with **HOLE – DO NOT REMOVE!** Hole cover shall be designed to support twice the load and color-coded orange. The permanent installation shall be completed ASAP. If a skylight is being protected the cover and/or guardrail system shall remain in place until all roof work is completed, even if the skylight has been installed.
- Form Work – The use of gang forming with work platforms and ladder access shall be used when feasible during construction and installation of form work that may create a fall hazard. Assembly of form work is to be done at ground level when feasible. When an employee is exposed to a fall of 6 feet or more, they shall be equipped with a Personal fall arrest system as per 1926.502(d) (1-24). A positioning device shall also be worn for the employee to work freely without restriction as per 1926.502(e) (1-10).
- Reinforcing Steel – When feasible reinforcing steel shall be assembled in a way to eliminate fall hazards (i.e., tie wall mats on ground and lift into place). When an employee is exposed to a fall of 6 feet or more, they shall be equipped with a Personal fall arrest system as per 1926-502(d) (1-24). A positioning device shall also be worn for the employee to work freely without restriction as per 1926.502(e) (1-10).
- Excavations and Trenches - All trenches and excavations 6 feet or deeper are to be flagged off with a perimeter barrier a minimum of 6 feet from the edge. The excavation or trench is to be back filled ASAP to eliminate the hazard. If the trench is not being backfilled immediately following installation of material, provisions other than perimeter barrier are to be made to prevent any other workers from entering the open trench area. Also refer to subpart P of 29 CFR Part 1926 as it relates to excavations and trenching.
- Masonry – When masonry operations require scaffolding, Refer to subpart L scaffolding of 29 CFR Part 1926. All scaffolding is to be fully planked, braced and guardrails (required at 10 feet or greater) and a ladder type access to the working platform. Toe boards and/or screening must be installed on the working platform to prevent materials from falling.
- Roofing – Fall protection is required during roofing operations when a roofer is exposed to a fall of 6 feet or more. For low sloped roofs less than 4:12 the roofing contractor is required to provide fall protection by means of a warning line system with a safety monitor as per 1926.502(f) (1-4) and 1926.502(H) (1-4). The safety monitor shall be identified by wearing an orange vest. For steep roofs 4:12 or greater a guardrail system w/toe boards as per 1926.502(b) (1-15) and/or personal fall arrest systems as per 1926.502(d) (1.24) shall be used.
- Pre-cast Concrete Erection - Each employee engaged in the erection of pre-cast concrete members and related operations such as grouting that is subject to a fall of 6 feet or greater shall be protected from falling by guardrail systems, safety net systems and/or personal fall arrest system, Refer to 1926.502(b), (c), (d). Alternate means shall be used, such as aerial lifts, man baskets w/cranes to provide fall protection.
- Conventional Steel Erection – Each employee engaged in the erection of conventional steel members and related operations that is subject to fall of 15 feet or greater shall be protected from falling by guardrail systems, safety net system, and/or personal fall arrest system. Refer to 1926.502(b), (c), (d). Alternate means shall be used, such as aerial lifts, man baskets w/cranes to provide fall protection.
- Pre-Engineered Metal Buildings – Each employee engaged in the erection of Pre- Engineered Metal buildings, its components, and related operations that is subject to a fall of 15 feet or

greater shall be protected from falling by use of guardrails, safety net systems, and/or personal fall arrest systems. Refer to 1926.502(b), (c), (d). Alternate means may be used such as aerial lifts, man baskets w//cranes to provide fall protection.

- Any persons engaged in work that may expose them to a fall hazard shall have means of fall protection as per CFR 1926.500 (subpart M).

#### Signs, Signals, and Barricades (CFR 1926 Subpart G)

- Signs, signals, and barricades shall be furnished by each (sub) contractor.
- Signs, signals, and barricades shall always be visible where a hazard exists.
- Signs, signals, and barricades shall only be removed when the hazard no longer exists.

#### Rigging Equipment (CFR 1926.251 Subpart H)

- All rigging is to be inspected by a competent person every day before use. If the rigging is defective, it shall be taken out of service and removed from the job site.
- All rigging is to be done by a competent person.
- Furnish documentation for the competent person.

#### Hand and Power Tools (CFR 1926 Subpart I)

- All hand and power tools shall be maintained in a safe condition. All damaged tools shall be removed from service.
- All hand and power tools shall be inspected daily.
- Only properly trained and/or certified persons shall operate power tools.
- All guards shall be in place.
- All electrical equipment shall be properly grounded and have GFI protection.
- All air hose connection fittings shall be safety wired.

#### Compressed Gas Cylinders (CFR 1926 Subpart J)

- Compressed gas cylinders shall be stored in an upright position with caps on and securely fastened to prevent cylinders from falling over.
- Oxygen and acetylene cylinders shall not be stored together. Store a minimum of 20 ft. apart.
- A fire extinguisher shall be present (arm's length away) during cutting operations.
- Don't leave glowing embers unattended. A fire watch shall continue until embers are extinguished.
- Cylinders are to be transported with safety caps securely fastened.

#### Ladders (CFR 1926.450 Subpart L)

- Ladders must be in good working condition to be used.
- Ladders that are defective shall be removed from the job site.
- All ladders shall be securely tied off and extend no less than 36 inches above the landing.
- All ladders shall be per the standards set forth by OSHA.

#### Scaffolds (CFR 1926.451 Subpart L)

- All scaffolding must be assembled by a competent person and to OSHA standards.
- All scaffolding shall be fully planked, braced and on a firm foundation.
- Guardrails w/toe boards are required at the working surface when the working surface is 10 feet or higher.
- Safe access shall be provided to the working platform. Scaffold rungs and towers are not considered safe means of access.

#### Cranes (CFR 1926 Subpart N)

- All cranes shall be certified as being safe by a qualified person and a copy of the current yearly inspection shall be provided to VHC's Superintendent.
- All crane operators shall be certified to operate the specific piece of equipment they are operating.
- All crane operators shall furnish VHC with a copy of their current certification for the piece of equipment that they will be operating.
- The swing radius of the crane shall be flagged off.
- Hand signal as prescribed by ANSI shall be used and posted at the operator's station and in the job trailer.
- One competent person is to signal the crane.
- Do not operate a crane within 10 feet of a power line.
- All personnel baskets shall be certified by qualified engineer with the load capacity clearly marked on the basket.

#### Confined Area of Space (CFR 1926.800)

- All subcontractors shall develop an entry procedure to be used when workers are required to enter confined spaces and areas.
- Sufficient ventilation shall be provided.

## Safety Responsibilities

Safety is the responsibility of all personnel assigned to the project. **SUBCONTRACTORS ARE RESPONSIBLE FOR THE HEALTH AND SAFETY OF ITS EMPLOYEES**. Subcontractor's work shall comply with Van Horn Construction, Inc. Safety policies, OSHA safety regulations and their own health and safety plans. Van Horn Construction, Inc. Safety Policy can be reviewed at Van Horn Construction offices. **Hard hats are mandatory during all phases of the project and must always be worn. High Visibility Vests or Shirts with company identification are required while working on site. NO EXCEPTIONS**

Employees new to this project, including new hires and transfers, must attend an Owner required Site-specific-safety orientation on their first day and sign an acknowledgment form indicating they attended and understood the safety orientation. Any employee who is unsure of any information presented in the orientation must request clarification. Employees who do not participate in the project orientation or refuse to sign the acknowledgment cannot work on this project.

## Competent Person

**OSHA** defines a **competent person** as one who can identify existing and predictable hazards in the surrounding or working conditions, which are unsanitary, hazardous, or dangerous to employees and who has authorization to take prompt corrective measures to eliminate them.

Each subcontractor shall always have a competent person on site. He/she must be knowledgeable in his/her scope of work, safe work practices, be responsible for the safety of their employees, and able to correct any violations or correct his/her unsafe work practices.

## Training

Each (sub) contractor is responsible that their employees are trained by a competent person, so they are able to recognize all hazards and the procedures required for the following:

- Fall Protection
- Scaffold Safety
- Ladder Safety

- Hazard Communication
- Housekeeping
- Lock Out/ Tag Out
- Any trade specific training
- Site Specific Safety Plan
- Any other applicable safety training for their scope of work.

## Audits and Inspections

Each (sub) contractor shall participate in a safety Audit conducted by the project superintendent, project manager and/or VHC safety director. Any items that are in non-compliance shall be corrected immediately and re-inspected for compliance by the project superintendent, project manager and/or safety director and sub-contractor's competent person.

## Safety Meetings

Each sub-contractor shall conduct weekly safety meetings. They shall address and review previous accidents and corrective measures, safety considerations of upcoming work and the owner's safety concerns.

## Accident/Injury Reporting

All accidents that result in an injury to workers, regardless of their nature, shall be reported immediately to VHC Superintendent and any governing authorities and fully investigated within 24 hours of the occurrence by the subcontractor. It is an integral part of any safety program that documentation takes place as soon as possible so the cause and means of prevention can be identified to prevent a reoccurrence.

If an employee is seriously injured or there is some other related occurrence, this plan shall be reviewed to determine if additional practices, procedures, or training need to be implemented to prevent similar types of incidents from occurring.

## Emergency Medical Response

The Contractor displays posters with emergency telephone numbers and locations of emergency facilities in visible locations and at selected phone locations throughout the project area. The following information is provided:

- *911 for emergencies*
- *ARKANSAS OCCUPATIONAL HEALTH CLINIC*  
*3127 West 2<sup>nd</sup> Court Suite B Russellville, AR 72801*  
*479-358-9787 for non-emergencies*

## Special Precautions

1. Safety of students and staff on School Campus.
2. No smoking or use of any tobacco products on school property.



3. No weapons on school property.
4. Clearly define and protect material laydown area.
5. Coordinate deliveries to avoid heavy traffic periods caused by daily school schedule.
6. All employees must have a background check completed prior to being on project site.
7. All employees must wear high-visibility vests/shirts with company identification printed on them at all times.

# Site Specific Safety Plan

## Johnson County Westside Primary School Addition

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Company Name

The following On Site Supervisor fully understands the plan set forth and agrees to implement all safety and health requirements.

---

On Site Supervisor

---

Mobile Number

---

Signature

END OF SECTION

Section 009

Project Schedule