
SUPPLEMENTAL INSTRUCTIONS

LEGENDS RESORT & CASINO
HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS

BID PACKAGE 2 – CIVIL

OWNER – CHEROKEE NATION BUSINESSES, LLC.
PROGRAM MANAGEMENT - LEGENDS
ARCHITECT – HBG DESIGN
CONTRACTOR – CDI CONTRACTORS, LLC



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ADDITIONAL INSTRUCTIONS

CDI Contractors, LLC (hereinafter referred to as “CDI” or “Construction Manager”) is anticipating specialty contractor and supplier proposals for the below referenced project. All proposals and bids received shall be submitted in accordance with the requirements of the Project Bid Manual (the “Bid Manual”). The intent of this proposal is to review cost and confirm qualifications as it relates to the project. Any interested bidders may obtain electronic copies of the bid documents through Cherokee Nation Entertainment. If you have not already received an electronic invitation, please contact Becky Scheufler at Rebecca.Scheufler@cnent.com. Any future addenda will be forwarded only to bidders who are connected to this specific bid project.

PROJECT INFORMATION

Project Name:	Legends Resort & Casino
CDI Job Number:	TBD
Jobsite Address:	Russellville, AR
Job Description:	The project to consist of approximately 330,750 square feet building space and approximately 45 acres of developed site. The main project building includes a podium level with gaming, spa and fitness center, a meeting and conference center with event space, multiple dining venues including a luxurious steakhouse, and a hotel tower reaching 11 floors to include standard rooms and suites. Project further includes site planning to include a mechanical yard, resort pool, an outdoor music venue, and an RV and dog park.
Approximate Construction Start:	October 2023
Approximate Construction Finish:	October 2025
BIM/VDC Requirements:	Yes, by trade.
Subcontractor Prequalification:	Yes
Bond Required?	See Scope Bid Form. Payment and Performance bonds may be required for contract values greater than \$100,000.
Is this job prevailing wage?	No
Is this job taxable?	Yes

BIDDING PROCEDURE

Bid Date/Time:	08/31/2023 @ 5:00pm (Central)
Private or Public Opening:	Private
Bid Bond Required:	No
RFI/Bid Question Deadline:	08/24/2023

PREBID MEETING

Prebid Meeting Date/Time:	08/18/2023 @ 9:00am (Central)
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Prebid Meeting Location:	Holiday Inn Express & Suites, 300 East Harrell Drive, Russellville, AR 72802
Is the Prebid Mandatory?	Attendance is not mandatory but is strongly encouraged.

CDI PROJECT TEAM INFORMATION

CDI Office:	3000 Cantrell Rd, Little Rock AR 72203; 501-666-4300
CDI Project Manager:	David Coonan
CDI Superintendent:	Chris Edwards

Construction Manager will use the standard Subcontract Agreement, Project Contract, and any amendments thereto, collectively, “the Subcontract”, for all Subcontractors. Construction Manager will use standard Purchase Order (“PO”) for all suppliers. Copies of these documents are available in electronic copy upon request. We may also require performance and payment bonds for Subcontractors by an acceptable surety company or require other forms of surety.

Job Conditions and Job Safety in accordance with all safety regulations, including federal (OSHA) state, and local, Construction Manager policy, and Subcontract or Purchase Order shall be required of all personnel on the Project including Subcontractors, Suppliers, and second tier Subcontractors and Suppliers. Reference Site Specific Safety Manual. In addition, Construction Manager will enforce a NO SUBSTANCE ABUSE policy, and will not permit the use of tobacco on the project site.

Construction Manager is an AA/EOE. All Women Owned Businesses (WBE), Minority Owned Businesses (MBE), and Disadvantages Business Enterprises (DBE), including women, minority, disabled or veteran-owned business, are encouraged to submit a proposal or bid.

If you have any questions or require assistance, please contact Rebecca Scheufler.
All bids shall be submitted to the following email addresses as listed below.

- BP 2-31A – Site Clearing: SiteCle.e84esb9m8yfan6ks@u.box.com
- BP 2-31B – Earthwork & Storm Drainage: Earthwo.cbb6q5npwj8hwn2v@u.box.com
- BP 2-31C – Rammed Aggregate Piers: RammedA.vrrmo9x0gzy6joul@u.box.com
- BP 2-32A – Asphalt Paving: Asphalt.jq026vwdq96xwccw@u.box.com
- BP 2-32B – Segmented Retaining Walls: Segment.15ffl6yfsquk6419@u.box.com
- BP 2-33A – Site Utilities: SiteUti.9lutswce5ox7dgxw@u.box.com

Thank you for working with our CDI team on this solicitation.

The following instructions apply to all proposals.

1. All Proposals shall be submitted on the Bid Forms/ Bid Scopes specific to your trade and shall be in accordance with the Contract Documents, which includes, but are not limited to the Drawings and Specifications issued by HBG Design, and the documents listed in this manual; the RFP Listed Documents; the bid form; and any other applicable documents included in or referenced by this manual.
2. In addition to completed bid forms, proposals should include a completed subcontractor prequalification form.
3. In addition to completed bid forms and prequalification form, proposals should include a submission of qualifications which must include the following:
 - i. Name, address, and telephone number of the firm.
 - ii. Designate/identify personnel who will be assigned to specifically deliver project services:
 - Describe each person's title, role and responsibilities proposed for this project.
 - Identity project manager and project superintendent to be assigned to this project and state duration or extent to which each person will be dedicated to this project.
 - Include resumes for each person proposed including title, educational background, or relevant work experience with this trade.
 - iv. Description of firm's available manpower for this project this project.
 - v. Brief synopses of three completed projects that demonstrate the firm's capability of performing work similar to that of this project (including the below).
 - Description of project
 - Date services were provided.
 - Scope description of provided services.
 - Value of contract.
 - Provide reference names, telephone numbers and email addresses of contact personnel within organizations for which your team has performed similar scope. CDI reserves the right to contact those firms and/or individuals.
 - vi. Description of firm's experience with collaboration utilizing BIM technology on a project. Identify any roles or responsibilities previously maintained (As Applicable).
 - vii. A narrative of any additional information which you feel supports your firm's capabilities for this type of project.
 - viii. A descriptive response to firm's existing safety plans along with a project specific safety analysis.
4. Delegated Design/Design Assist (as required). The project includes the following scopes of work which require submission of deferred submittals as specified for review and approval before the installation of such items may begin:

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- i. Fire protection systems
 - Sprinkler System
 - Fire Pump
 - Standpipe System
 - Clean Agent Extinguishing System (if applicable)
 - ii. Fire Alarm System design including sequence of operations including interface with stair pressurization system.
 - iii. Smoke Control Panel for Stair Pressurization System including interface with fire alarm system.
 - iv. Fire department two-way radio communication system.
 - v. Kitchen Hood support
 - vi. Kitchen Hood Fire Suppression System
 - vii. GFRC Exterior System to include framing and structural analysis.
 - viii. Curtain Wall System and other glazed systems to include walls and storefronts that exceed 10 feet in height (as applicable).
 - ix. Structural support for Interior and exterior signage.
 - x. Structural support for Special Theming Elements.
 - xi. Mechanical Equipment Curbs and Attachment to structure.
 - xii. Seismic Restraint of Nonstructural components (if applicable).
 - xiii. Structural Cold-Formed Metal Studs
 - xiv. Steel Joists/Joist Girders/Trusses
 - xv. Ceiling Framing Systems
 - xvi. Metal Stairs and Railings
 - xvii. Metal Ladders
 - xviii. Elevators
 - xix. Lightning Protection (if applicable)
 - xx. Applied Fireproofing
 - xxi. Firestopping
 - xxii. Warehouse Storage Racks (if applicable)
 - xxiii. Façade Maintenance Equipment and fall protection at edge of roofs.

5. Each Bidder, by submitting his bid, represents that he has visited the site, familiarized himself with the local conditions, compared the contract documents with any work in place and informed himself of all conditions, difficulties and restrictions attending the execution of the work.
6. Oral explanations or interpretations will have no effect on the contract documents.
7. Voluntary Alternates and/or Substitutions of materials, products and/or equipment indicated in the Bid Documents will be entertained during the bid period. Note that materials, products, and equipment described in the Bid Documents establish a standard of required function and a minimum desired quality or performance level, or other minimum dimensions and capacities, to be met by any proposed substitution. The “Voluntary Alternate” section of the Bid Form is the section in which the pricing of such substitutions must be indicated. Detailed product information and specifications must be issued along with the Bid Form for any substitutions to be considered. Voluntary alternates may be used in assessing the low qualified bidder.

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8. In addition to the inclusion of any qualifications or exclusions and failure to turn the bid in on or before the bid time indicated in this document, bids may be deemed non-responsive for the following reasons:
- Bidder's EMR (Experience Modification Rate) is greater than 1.00.
 - Bidder's inability to provide payment and performance bonds for 100% of the bid amount;
 - Bidder's failure to submit all information listed in this document;
 - Bidder's failure to qualify for the award based on the information provided in the Bidder's response;
9. The bid proposals will be evaluated by the project team to determine the lowest qualified bidder.

BID FORMS/BID SCOPES

Bid Package Detail

BP 2 – CIVIL

31A – Site Clearing.....	7 Pages
31B – Earthwork & Storm Drainage.....	12 Pages
31C – Rammed Aggregate Piers.....	7 Pages
32A – Asphalt Paving.....	8 Pages
32B – Segmented Retaining Wall.....	7 Pages
33A – Site Utilities.....	9 Pages

BID PACKAGE 2-31A – BID FORM LEGENDS RESORT & CASINO

SITE CLEARING SCOPE

Submitted by:

Name / Company / Date

SUBMIT TO: SiteCle.e84esb9m8yfan6ks@u.box.com

The following Documents constitute the basis for the work:

- **100% CD Progress Plans** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Drawings** as prepared by Garver, LLC dated August 7, 2023.
- **100% CD Progress Project Manual** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Specifications Manual** as prepared by Garver, LLC dated May 17, 2023.
- **Preliminary Storm Drainage Calculations Report** as prepared by Garver, LLC dated May 17, 2023.
- **Geotechnical Report and Geotechnical Report Addendum 1** as prepared by Building & Earth dated August 19, 2022 and March 17, 2023 respectively.
- **CDI Project Supplemental Instructions** (Inclusive of sample Subcontract and Purchase Order Agreements and samples of associated Exhibit detail).

THE SCOPE OF WORK FOR THIS CONTRACT SHALL BE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS:

INCLUDING BUT NOT LIMITED TO:

1. All Division 00 and 01 specifications, the following specification sections, and all other related documents:
 - Section 31 10 00 – Site Clearing
2. Provide all submittals, shop drawings, product data, samples, mock-ups, certificates, and warranties as required by the Contract Documents. The items will be submitted for approval in a timely manner as required to adhere to the project schedule. Shop drawings & product data are to be submitted electronically in PDF format.
3. In addition to the required standard parts and labor one (1) year warranty for all items furnished and installed under this scope, provide extended product specific warranties as specified. All warranties are to commence on date of substantial completion.
4. Subcontractor is responsible for all testing, lab reports and material certifications required by the Contract Documents.
5. Subcontractors are responsible for including all sales tax (city, county, and state) required per local code.
6. Subcontractors are responsible for maintaining license to work within the project jurisdiction.
7. Includes all startup, demonstration, training, and documentation for work under this scope.
8. Furnish all hoisting, lifts, scaffolds, and equipment necessary to perform the scope of work under this Agreement. CDI will be providing a general use crane or material/personnel hoist for this project. No labor or equipment will be provided by CDI for the purpose of loading, unloading or setting of materials or equipment other than the Tower Crane.
9. All Subcontractor's wishing to use the project tower crane for hoisting will be required to:

- Furnish a qualified and experienced signal person, “flagger,” to direct the operator and load.
 - Furnish qualified and experienced riggers to rig the equipment or material being hoisted.
 - Furnish their own rigging such as chokers and spreaders.
 - Submission of a weekly hoisting plan for review.
 - Attendance in daily huddles to confirm hoisting plan.
 - Structural Concrete will have 1st priority on Tower Crane usage.
10. Subcontractor shall be responsible for all notes and details pertaining to their scope of work, regardless of what area of the plans the notes are included.
 11. Each prime contractor will require its Superintendent and Sub-Tier Superintendents to provide and use an iPad for BIM360 Management on site (for daily use to facilitate drawing review, inspections, work completion, punch list items, etc.).
 12. As-built drawings must be maintained onsite during construction and issued within two (2) weeks upon completion of the work.
 13. If the Subcontractor wishes to substitute equipment or materials, which is believed to be equal to those specified, the Subcontractor shall make a request in writing to CDI for approval of such substitute equipment or materials. In proposing items for consideration, the Subcontractor assumes all risks, costs, coordination with other trades, costs associated with other trades if substitution impacts their scope of work, and responsibility for the item’s final acceptance, compliance with the Contract Documents, integration into the Work, and performance.
 14. Scheduling – The Project Team may elect to implement scheduling software that is focused on developing project coordination with all trades through a commitment-based planning process. Subcontractor acknowledges that the project schedule will be fully developed via a collaborative collaboration process known as the Last Planner scheduling method. Contractor shall participate and agrees to attend as required at scheduling meetings including daily standup coordination huddles.
 15. Sustainable and LEED specific submittals to include required cost data.
 16. Pre-installation meetings as specified or required.
 17. Provide owner training, Operation & Maintenance manuals, and attic stock as specified or required.
 18. Multiple mobilizations as required to adhere to project schedule.
 19. Includes phasing or workflow as required by CDI Project Schedule.
 20. Shift work as required. Tower crane availability and shift time will be as directed and coordinated by CDI.
 21. Provide all tools required to complete this scope of work.
 22. Compliance with all rules, regulations, and requirements of local, state, and federal authorities.
 23. Use best construction practices as it relates to this subcontractor’s scope if specific requirements are not indicated on the contract documents.

SCOPE OF WORK

1. Site clearing scope will take place at all areas located within the “limits of disturbance” as shown on sheets C-131 and C132, and C-133.
2. The Phase 1 scope applies work at the area North of the Hob Nob Road right-of-way. Phase 2 scope applies to work at the Hob Nob Road right-of-way and to area to the South of Hob Nob Road. A minimum of 2 mobilizations will be required.
3. Site clearing contractor to provide clearing of all existing trees, vegetation, and fencing within the project boundaries as indicated on contract documents. This includes but is not limited to:
 - a. Clearing, logging, ‘bush hogging’, etc. as required
 - b. Removal of all fencing as required.
 - c. Cut trees to ground level. Tree stumps to remain in the ground.
 - d. Haul off all fencing, tree trunks, branches, bushes, undergrowth, etc. to offsite location.

- e. Provide offsite disposal location and pay cost any associated dump fees.
4. Site clearing contractor to provide all labor, equipment, and materials necessary to clear the property and to haul all waste off-site.
5. Site clearing contractor is responsible for visiting the proposed site and recording all existing site conditions prior to bid day. The site clearing contractor is responsible for including any site clearing scope not indicated on drawings.
6. Clear trees and vegetation as required for sanitary sewer line shown on C-113.
7. At multiple locations, site clearing scope will take place near overhead power lines and power poles. Use caution when working near overhead power lines. Provide any safety measures required for safe removal of trees near overhead power. If overhead power infrastructure is damaged due to this scope of work, site clearing contractor must pay all costs required to repair overhead power.
8. Do not disturb any soil during site clearing. If any soil is disturbed due to subcontractor's scope of work, apply seeding at any disturbed areas.

SAFETY & SITE LOGISTICS

1. During excavation operations, all slopes will be maintained in accordance with OSHA regulations in a continuous manner until completion of this Subcontractor's scope of work. (Trench safety 29 CFR 1926 subpart P).
2. Subcontractor shall require their employees to attend CDI Contractors Jobsite Safety Orientation prior to working on site. Upon completion of orientation, all employees working on-site are required to display verification that orientation was completed.
3. Perform, review and document Job Hazard Analysis (JHA's) for all work and with all employees daily.
4. Provide 100% fall protection for all work over 6'.
5. Furnish install and maintain all safety measures necessary to comply with OSHA requirements, Owner requirements, and the requirements of the Construction Manager's safety program. This protection shall be maintained by the Subcontractor until the area is turned over to the construction manager for use by other trades.
6. Subcontractor is responsible for unloading their own materials and deliveries. All materials are to be delivered F.O.B. jobsite to each location as scheduled with the project superintendent.
7. Staging and stocking of materials shall be coordinated with the Construction Manager's Superintendent. Deliveries must be scheduled to coincide with the installation of the work. No long-term on-site storage is provided.
 - a. Subcontractor to coordinate and plan material/product delivery to coincide with schedule and flow of the work. Materials on-hand will be limited to 3-5 days of work.
 - b. Materials shall be staged /bundled/organized off-site to the greatest extent possible to be delivered and staged into the current work areas. Appropriate "buffers" of material will be managed to ensure workflow is not interrupted.
 - c. Subcontractor will coordinate its work and obtain Contractor's Superintendent's prior approval of subcontractor's schedule for delivery, installation and/or placement of its materials, equipment, and crew shacks at the jobsite.
8. Subcontractor is responsible for protection of their open trenches, holes, etc. in order to maintain a safe operation. At the end of each shift, hole or trench protection shall consist of either covers secured in place or fence panels protecting all sides of open trenches. In roadways and drives, open trenches shall be covered with road plates secured in place.
9. Subcontractor is responsible for any and all task lighting necessary to perform their work.
10. Subcontractor is responsible for daily cleanup and will get their debris into the appropriate dumpster. Daily cleanup is defined as leaving work area neat and orderly and broom swept at the end of each shift. Subcontractor shall remove from the jobsite and properly dispose of any hazardous materials generated by this Subcontractor's operations.

- d. Work shall be carried out to eliminate or minimize to the greatest extent possible drops/cuts, debris, excess material, packaging, etc. from hitting the floor – Clean as you go.
 - e. Housekeeping methods will be specified within the Job Hazard Analysis (JHA) and Pre- Task Plan (PTP).
11. Divert waste from the landfill in compliance with Construction Waste Management and Disposal.
 12. Subcontractor compliance with Construction Waste Plan will include depositing construction waste in designated material dumpster and clean up if contaminating dumpster with non-waste material.
 13. Replace / repair any areas damaged during this Subcontractor's scope of work that are outside the construction limits established by CDI.
 14. Restore to existing conditions all areas disturbed by this Subcontractor.
 15. It is this subcontractor's requirement to call one-call for all utility location within your scope of work.
 16. Furnish, install, remove, relocate, and reinstall fencing or barricades as necessary to access Subcontractor's work areas.
 17. CDI will facilitate the installation of silt fencing by others. In the event damage by this subcontractor occurs to the silt fencing in place, CDI will install new at the expense of this subcontractor through back-charge.
 18. Comply with any AHJ hauling and utility ordinance.
 19. Includes flagging and traffic control as required for these operations in accordance with OSHA and City of Russellville standards.
 20. Keep the roadway clear of dirt and debris from Subcontractor's own activities. This includes washing of tires as needed and directed.
 21. Temporary power will be available for small tools but will not support electric welders or heaters. All welding and heating shall be done by fuel-powered equipment provided by this Subcontractor. When utilizing electric power, this Subcontractor will be responsible for meeting OSHA requirements.
 22. All truck and equipment traffic will be restricted to the immediate construction area.
 23. Parking will not be provided by CDI Contractors. It will be the responsibility of all subcontractors to provide parking and shuttles for their employee's.
 24. Use of personal vehicles on the project site is prohibited. Only vehicles which are (1) owned or leased by subcontractors, sub-subcontractors, or suppliers, (2) are necessary to the work, and: (3) are identified as commercial vehicles will be allowed access into the construction area.
 25. At multiple locations, site clearing scope will take place near overhead power lines and power poles. Use caution when working near overhead power lines. Provide any safety measures required for safe removal of trees near overhead power. If overhead power infrastructure is damaged due to this scope of work, site clearing contractor must pay all costs required to repair overhead power.

GENERAL NOTES

1. This Subcontractor, by submitting a bid, is acknowledging that they have read and, if they are successful bidder, agree to enter into a contract with CDI Contractors, LLC according to the terms and conditions of the CDI Contractors, LLC Subcontract Agreement, complete with its insurance and safety requirements.
2. This Subcontractor will provide sufficient manpower to meet the project schedule, including any overtime required to maintain the project schedule, at no additional charge unless the necessity for overtime is caused by others failing to maintain their project schedule through no fault of this Subcontractor or circumstances beyond control (such as "acts of God"). Includes phasing as required.

3. All Subcontractors shall comply with the requirements of the General Conditions and Division 01 "General Requirements" as contained in the Specifications.
4. If any Bidder wishes to substitute equipment or materials, which is believed to be equal to those specified, the Bidder shall make a request in writing to CDI for approval of such substitute equipment or materials at least seven (7) calendar days prior to the bid date. In proposing items for consideration, Bidder assumes all risk, costs, coordination with other trades, cost associated with other trades if substitution impacts their scope of work, and responsibility for item's final acceptance, compliance with the Bidding Documents and Contract Documents, integration into the Work, and performance.

5. Compute Request for Changes in work by the additions or deductions as follows:
For work performed by Subcontractors:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
W.C. Insurance Premium and FICA Tax	d
<u>Subtotal</u>	<u>a+b+c+d</u>
Overhead and Profit, 15% (max.) x (a+b+c+d)	e

6. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
7. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, sex or national origin.

EXCLUSIONS

1. Site Grubbing
2. Foundation & Utility Demolition
3. Wells, Septic Systems, and/or Building Structure Demolition
4. Gravel Road Demolition

BASE BID

All prices quoted represent the entire cost of the project in accordance with the bidding documents, and bidder acknowledges that no subsequent claim will be recognized for any increase in wage scales, material prices, cost or any other rates affecting the construction industry and/or this project.

PRICING BREAKDOWN

- 1. Phase 1 – North of Hob Nob right-of-way \$ _____
- 2. Phase 2 – Hob Nob right of way and South of Hob Nob \$ _____

BASE BID (including sales tax): \$ _____

ALTERNATE PRICES

- 1. Deductive alternate for on-site burning \$ _____
- 2. Payment & Performance Bond \$ _____

Voluntary Alternates in addition to those listed above are welcome and may be used in assessing the low qualified bidder. Detailed submittal information and compliance with Division 0 and 1 Alternates specifications must be issued along with the Bid Form for any alternates to be considered.

- 3. Bidder defined: _____ \$ _____
- 4. Bidder defined: _____ \$ _____

ADDENDA AND PRE-BID RFI ACKNOWLEDGEMENT

List addenda and pre-bid RFI's seen and acknowledged in the BASE BID:

UNIT PRICES

Provide the following unit prices on the Bid Form. This subcontract will be a fixed lump sum subcontract agreement. For revisions to the scope of the project and/or revisions to the contract documents, the lump sum subcontract amount would be adjusted by change order at the unit prices issued below:

- 1. None

CONFIRMATION OF SUBMISSIONS:

- Bidder has included completed Bid Form
- Bidder has included completed Subcontractor Prequalification Form
- Bidder has included a Submission of Qualifications
(as defined in Instructions to Bidders)

DISADVANTAGED BUSINESS DESIGNATION

Please check the applicable box:

MBE SDV DBE SBA WBE

ADMINISTRATION OF CONTRACTS

The undersigned, in submitting this document, agrees that if he is the successful Bidder, he or she will enter into a contract with CDI Contractors, LLC according to the terms and conditions of the standard CDI Contractors, LLC. Subcontract Agreement. In addition, the undersigned agrees that this bid may not be withdrawn for a period of sixty (60) days after the bid issuance.

Respectfully submitted:

Firm

Bidder Contact Name & Title (printed)

Bidder Contact Signature

Mailing Address

Street Address

Telephone Fax No.

Bidder Contact e-mail

Arkansas Contractor's License No. _____

Federal I.D. No. or SS # _____ - _____

Date of Bid _____

BID PACKAGE 2-31B – BID FORM LEGENDS RESORT & CASINO

EARTHWORK & STORM DRAINAGE SCOPE

Submitted by:

Name / Company / Date

SUBMIT TO: Earthwo.cbb6q5npwj8hwn2v@u.box.com

The following Documents constitute the basis for the work:

- **100% CD Progress Plans** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Drawings** as prepared by Garver, LLC dated August 7, 2023.
- **100% CD Progress Project Manual** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Specifications Manual** as prepared by Garver, LLC dated May 17, 2023.
- **Preliminary Storm Drainage Calculations Report** as prepared by Garver, LLC dated May 17, 2023.
- **Geotechnical Report and Geotechnical Report Addendum 1** as prepared by Building & Earth dated August 19, 2022 and March 17, 2023 respectively.
- **CDI Project Supplemental Instructions** (Inclusive of sample Subcontract and Purchase Order Agreements and samples of associated Exhibit detail).

THE SCOPE OF WORK FOR THIS CONTRACT SHALL BE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS:

INCLUDING BUT NOT LIMITED TO:

1. All Division 00 and 01 specifications, the following specification sections, and all other related documents:
 - Section 03 10 00 – Concrete Forming and Accessories (As Pertains to Scope)
 - Section 03 20 00 – Concrete Reinforcement (As Pertains to Scope)
 - Section 03 30 00 – Cast-in-Place Concrete (As Pertains to Scope)
 - Section 31 10 00 – Site Clearing (As Pertains to Scope)
 - Section 31 10 01 – Project Soils Report and Logs
 - Section 31 20 00 – Earth Moving
 - Section 31 22 16 – Landscape Fill and Finish Grading (As Pertains to scope)
 - Section 31 23 11 – Earthwork for Building Construction
 - Section 31 23 19 – Dewatering
 - Section 32 12 16 – Asphalt Paving (As Pertains to Scope)
 - Section 32 13 13 – Concrete Paving (As Pertains to Scope)
 - Section 32 15 00 – Aggregate Surfacing (As Pertains to Scope)
 - Section 33 05 00 – Common Work Results for Utilities (As Pertains to Scope)
 - Section 33 05 01 – Water Distribution (As Pertains to Scope)
 - Section 33 05 02 – Sanitary Sewerage (As Pertains to Scope)
 - Section 33 05 03 – Natural Gas Distribution (As Pertains to Scope)
 - Section 33 41 00 – Storm Utility Drainage Piping

- Section 33 46 17 – Landscape Drainage (As Pertains to scope)
2. Provide all submittals, shop drawings, product data, samples, mock-ups, certificates, and warranties as required by the Contract Documents. The items will be submitted for approval in a timely manner as required to adhere to the project schedule. Shop drawings & product data are to be submitted electronically in PDF format.
 3. In addition to the required standard parts and labor one (1) year warranty for all items furnished and installed under this scope, provide extended product specific warranties as specified. All warranties are to commence on date of substantial completion.
 4. Subcontractor is responsible for all testing, lab reports and material certifications required by the Contract Documents.
 5. Subcontractors are responsible for including all sales tax (city, county, and state) required per local code.
 6. Subcontractors are responsible for maintaining license to work within the project jurisdiction.
 7. Includes all startup, demonstration, training, and documentation for work under this scope.
 8. Furnish all hoisting, lifts, scaffolds, and equipment necessary to perform the scope of work under this Agreement. CDI will be providing a general use crane or material/personnel hoist for this project. No labor or equipment will be provided by CDI for the purpose of loading, unloading or setting of materials or equipment other than the Tower Crane.
 9. All Subcontractor's wishing to use the project tower crane for hoisting will be required to:
 - Furnish a qualified and experienced signal person, "flagger," to direct the operator and load.
 - Furnish qualified and experienced riggers to rig the equipment or material being hoisted.
 - Furnish their own rigging such as chokers and spreaders.
 - Submission of a weekly hoisting plan for review.
 - Attendance in daily huddles to confirm hoisting plan.
 - Structural Concrete will have 1st priority on Tower Crane usage.
 10. Subcontractor shall be responsible for all notes and details pertaining to their scope of work, regardless of what area of the plans the notes are included.
 11. Each prime contractor will require its Superintendent and Sub-Tier Superintendents to provide and use an iPad for BIM360 Management on site (for daily use to facilitate drawing review, inspections, work completion, punch list items, etc.).
 12. As-built drawings must be maintained onsite during construction and issued within two (2) weeks upon completion of the work.
 13. If the Subcontractor wishes to substitute equipment or materials, which is believed to be equal to those specified, the Subcontractor shall make a request in writing to CDI for approval of such substitute equipment or materials. In proposing items for consideration, the Subcontractor assumes all risks, costs, coordination with other trades, costs associated with other trades if substitution impacts their scope of work, and responsibility for the item's final acceptance, compliance with the Contract Documents, integration into the Work, and performance.
 14. Scheduling – The Project Team may elect to implement scheduling software that is focused on developing project coordination with all trades through a commitment-based planning process. Subcontractor acknowledges that the project schedule will be fully developed via a collaborative collaboration process known as the Last Planner scheduling method. Contractor shall participate and agrees to attend as required at scheduling meetings including daily standup coordination huddles.
 15. Sustainable and LEED specific submittals to include required cost data.
 16. Pre-installation meetings as specified or required.
 17. Provide owner training, Operation & Maintenance manuals, and attic stock as specified or required.
 18. Multiple mobilizations as required to adhere to project schedule.
 19. Includes phasing or workflow as required by CDI Project Schedule.
 20. Shift work as required. Tower crane availability and shift time will be as directed and coordinated by CDI.
 21. Provide all tools required to complete this scope of work.

22. Compliance with all rules, regulations, and requirements of local, state, and federal authorities.
23. Use best construction practices as it relates to this subcontractor's scope if specific requirements are not indicated on the contract documents.

SCOPE OF WORK

1. Earthwork and storm drainage scope will take place at all areas located within the "limits of disturbance" as shown on sheets C-131 and C132, and C-133.
2. The Phase 1 scope applies work at the area North of the Hob Nob Road right-of-way. Phase 2 scope applies to work at the Hob Nob Road right-of-way and to area to the South of Hob Nob Road. A minimum of 2 mobilizations will be required.
3. Provide all work associated with the site demolition and removal to include, but not limited to, the following in accordance with the contract documents:
 - a. Saw cutting & removal of existing curb & gutter and concrete aprons at roadways.
 - b. Demolition and removal of existing concrete slabs and foundations, wells, septic systems, and any other remaining features left of the four existing buildings per contract documents.
 - c. Existing Gravel Roadways
 - d. Existing Concrete
 - e. Existing Asphalt
 - f. Existing Light Pole & Bases
 - g. Existing Fencing
 - h. Existing Storm Drainage Structures
4. Provide all necessary logistics, planning, and coordination required to locate, cap, abandon, and removal all existing wells and septic systems located on the property in accordance with the Arkansas Department of Health's guidelines. Ensure that work is performed by a state-licensed and bonded driller in accordance with state requirements per contract documents.
5. Provide and install all work associated with erosion control measures. Including but not limited to:
 - a. Construction Entrances – (5 entrances total with locations TBD by project superintendent)
 - b. Concrete Wash Outs
 - c. Check Dams
 - d. Inlet Protection
 - e. Silt & Safety Fences
 - f. Seeding & Mulching
 - g. Diversion ditches
 - h. Coordinate with CDI Contractors, LLC and Legends/CNE on obtaining a NOC for the project's overall SWPPP development including set-up of all erosion control measures, erosion control logs, and review of any erosion control phasing.
 - i. Remove erosion control measures at the end of project.
 - j. Design and install of any additional erosion control measures needed to meet phasing and SWPPP requirements, even if not currently shown on contract documents.
6. Provide erosion control maintenance while on-site and complete SWPPP site reports as required in accordance with ADEQ's guidelines. This includes furnishing an on-site SWPPP mailbox. Earthwork contractor is to budget for a minimum of a 100% replacement cost for maintenance of the site's erosion control measures.
7. Provide all work associated with earthwork to include, but not limited to, the following in accordance with the contract documents:
 - a. Earthwork scope to be performed in accordance with latest civil drawings, specifications, the original geotechnical report (Dated 8-19-2022), and the geotechnical report addendum (Dated 3-17-23).
 - b. Stripping and grubbing of site within "limits of construction". Includes exporting of existing topsoil as required per contract documents. (Removal of above ground vegetation will be by Site Clearing Contractor)

- c. Creation and submission of a topsoil stripping and stockpiling program & rock stockpiling program as indicated per specification section 311000. Both programs are to be coordinated with CDI Contractors and transmitted to the design team for review and approval.
 - d. Reuse of approved materials that can be compacted to 95 percent of maximum dry density.
 - e. Export Excess Materials
 - f. On-Site Cut, Fill, & Compaction
 - g. Area from the building to and through the mechanical yard may require undercuts in the 8-9' range. See Geotechnical Report.
 - h. Stage area near amphitheater may need to be undercut 8'-9'. See Geotechnical Report.
 - i. Electrical substation undercut. See Geotechnical Report
 - j. Proof Rolling
 - k. Import Classified Material
 - l. Haul Off Excess Cut Materials
 - m. Scarify & Re-Compact
 - n. Fine Grade
 - o. All rough and fine grading for site, building, building pads, paving areas, mechanical yard, and roadways.
 - p. All finished grades to be within a tolerance of +/- 1/10th of a foot from subgrade elevations shown on contract documents.
 - q. Structural fill shall be used within maximum distance from paved areas as specified per the contract documents.
 - r. Backfill of segmented retaining wall will be by wall contractor. This scope should provide base wall grade and slope has been over built, compacted, and excavated to a 1/1 slope for the retaining wall contractor. Backfill material for segmented retaining wall will be provided by Earthwork Contractor based on Segmented Retaining Wall Contractor's design. Wall Contractor will install backfill material.
 - s. Additional Mobilizations and Phasing as Required
8. Earthwork Scope for the resort building pad, and other building pads as described in the geotechnical report; including but not limited to, the following: mechanical yard, hydronic piping path (building to mechanical yard), pool and pool decks, outdoor event center, RV park building, pool house, and electrical substation (generator, transformers, etc.).
 - a. Excavate building pad 1' into the Clayey Shale Strata as shown and described in the geo tech report, scarify, recompact, and proof roll. Extend excavation of building pad to provide a 5' over-build per geo tech report.
 - b. Export unsuitable soils.
 - c. Backfill and compact with select fill to 3' below Slab on Grade finish floor elevation.
 - d. Backfill and compact with Class 7 aggregate from 3' to 10" below Slab on Grade finish floor elevation.
 - e. Cut, remove, and dispose amount of over burden at building pad subgrade elevation after utilities and drilled piers are installed per contract documents.
 - f. Structural fill shall be used within maximum distance from building.
 9. Earthwork contractor is responsible for the earthwork and gravel paving activities associated with the new proposed access road at Northeast corner of the site and the existing access road to the existing sanitary sewer lift station as shown on the contract documents. Includes all cut, fill, compacted Class 7 paving, filter fabric, fine grading, and any other paving related scope.
 10. Earthwork contractor is to coordinate with CDI Contractors and the asphalt paving contractor to ensure that a 2% max slope is maintained at all handicap spaces as noted in the civil drawings.
 11. Earthwork contractor is to coordinate all earthwork activities with CDI Contractors and other trades including site utilities, asphalt paving, site concrete, segmented retaining wall, drilled piers, tower crane, pool, water fountain, plumbing, mechanical, electrical, fire protection, low-voltage, fences, landscaping, irrigation, etc.
 12. Earthwork contractor is responsible for providing and removing all temporary earthwork activities, including but not limited to:

- a. Provide and install compacted Class 7 fill/pavement, filter fabric, and grading for “Job Site Parking” area.
 - I. Install Class 7 with a minimum thickness of 12”, compacted to subgrade per compaction requirements of specifications, geotechnical report, and drawings.
 - II. “Job Site Parking” area is below a light duty asphalt paving profile; therefore, provide an all-weather surface throughout construction.
 - III. Materials installed in this area are not temporary. Class 7 subgrade to be installed so that Asphalt Contractor can apply base course and paving when construction phasing allows.
 - IV. This area will experience traffic on a regular basis during construction, which may result in minor damages to subgrade elevations. Additional mobilizations will be required to final grade parking lot prior to Asphalt Contractor’s scope of work.
 - b. Provide and install Class 7 paving, filter fabric, and temporary grading for the “Job Trailers” area.
 - I. Install Class 7 with a minimum thickness of 12”, compacted to subgrade.
 - II. Provide grading to ensure positive drainage.
 - III. Upon removal of temporary job trailers, earthwork contractor to remove temporary Class 7 paving and final grade area per contract documents. Includes additional mobilizations and phasing as required.
 - c. Provide and install Class 7 paving, filter fabric, and temporary grading for the “Gravel Laydown for Tower Crane” area.
 - I. Install Class 7 with a minimum thickness of 12”, compacted to subgrade.
 - II. Provide grading to ensure positive drainage.
 - III. Upon determination by CDI that laydown area is no longer needed, earthwork contractor to remove temporary Class 7 paving and final grade area per contract documents. Includes additional mobilizations and phasing as required.
 - d. Provide and install Class 7 paving, filter fabric, and temporary grading for the “Crane Road Plan” area.
 - I. Install a temporary, 30ft wide gravel road for the tower crane surrounding the hotel.
 - II. Install Class 7 with a minimum thickness of 24”, compacted to subgrade.
 - III. Provide grading to ensure positive drainage.
 - IV. Upon determination by CDI that tower crane road is no longer needed, earthwork contractor to remove temporary Class 7 paving and final grade area per contract documents. Includes additional mobilizations and phasing as required.
 - e. Carry an allowance to provide, install, and remove 60,000 square feet of 12” thick, compacted Class 7 paving for misc. temp roads.
 - f. Earthwork contractor is responsible for on-site and off-site hauling of cut material, topsoil, spoils, etc.
 - g. All temporary earthwork activities to be in accordance with CDI’s Site Logistics & Staging Plan (BP2 Appendix #16).
13. Earthwork contractor is responsible for general site backfill. This includes but is not limited to:
- a. Backfill of curb and gutter, sidewalks, utility pads, and helicopter pad.
 - b. Backfill of Hob Nob Road right-of-way
 - c. Backfill of storm drainage structures
 - d. Backfill all green spaces/landscaped areas to within 4” of final grade. (Final 4” of topsoil to be installed by landscaping contractor)
 - e. Compact and grade all backfill per Civil drawings.
 - f. Any reinforced backfill scope of work at specified locations shall be by others.
 - g. General backfill for pool area and water feature.
14. Earthwork contractor is responsible for the demolition and rebuilding of Hob Nob Road. This includes but is not limited to:
- a. Demolition of existing pavement and driveways.
 - b. Remove existing storm drainage infrastructure. Replace with new extended culverts and headwalls as shown on civil drawings.

- c. Grubbing of ROW as required.
 - d. On-site and off-site hauling of cut material, topsoil, spoils, etc.
 - e. Minimum of 12" compacted subgrade at new pavement locations.
 - f. Fine grading to within 1/10th of a foot required subgrade elevation.
 - g. One lane of traffic at Hob Nob Road must stay open at all times during construction. Provide traffic control and detour plans as required.
 - h. Provide traffic control and detour plans as required.
 - i. Coordinate phasing of demolition and rebuilding with CDI Contractors.
 - j. Cut and fill requirements as indicated per latest drawings, specifications, and the original geotechnical report (Dated 8-19-2022), and the geotechnical report addendum (Dated 3-17-23).
 - k. Class 7 aggregate base course and asphalt pavement by Asphalt Paving Contractor. Coordination will be required.
 - l. Provide compacted subgrade, 6" compacted gravel, and fine grading for sidewalks and multi-use trail.
15. Provide all work associated with the storm drainage system complete with structures to include, but not limited to, the following in accordance with the contract documents:
- a. Storm Drainage Piping (RCP, HERCP)
 - b. Structures
 - c. Box Culverts
 - d. Storm Drain Inlets
 - e. Maintenance Manholes & Covers
 - f. Concrete Headwalls
 - g. Concrete Level Spreader/Detention Pond Spillway
 - h. Rip Rap Aprons
 - i. Catch Basins
 - j. Filter Fabrics and backfill materials per contract documents.
 - k. Junction Boxes
 - l. Detention Pond
 - m. Concrete Weirs and Flumes
 - n. Deep site drainage/french drains and pump station. (See Storm Line 45.)
 - o. PVC storm drainage piping and PVC tie-ins to junction boxes will be by site utility contractor. Earthwork and storm drainage contractor to coordinate with site utility contractor's PVC piping.
16. Earthwork contractor is responsible for coordinating with CDI Contractors in scheduling site inspections with Legends/CNE on each section of storm drain piping in accordance with the contract documents.
17. Earthwork contractor is responsible for providing dust control measures while mobilized on-site which includes, but is not limited to, rental of water trucks to wet the disturbed site during dry and windy conditions.
18. Earthwork contractor is responsible for maintaining the existing access road to the existing pump station and protecting the existing pump station shown in sector C per contract documents. Earthwork contractor is responsible for all costs required to bring the road back to its original condition.
19. Provide all planning, logistics, and coordination requirements for protecting and maintaining the following in accordance with the contract documents:
- a. Existing Underground Utilities
 - b. Existing Underground UTP Cabling
 - c. Existing Overhead Electrical
 - d. Existing Pump Station & Access Service Road
 - e. Existing Trees, If Necessary as it Pertains to Specification Section 311000-3.3A
20. Coordinate with CDI Contractors with locating all existing underground utilities and cabling. Provide temporary markings for all locations uncovered on-site and as-builts for CDI's records.
21. Earthwork contractor is responsible for assisting owner provided qualified materials testing laboratory with testing services for required scope of work. Coordinate and schedule all testing with testing service through CDI.

22. Earthwork and storm drainage contractor is responsible for all surveying and layout related to their scope of work.
23. Project schedule is set up with multiple crews working simultaneously throughout the site. (6 days per week)
24. Provide BIM/VDC model, if used, to CDI for review to ensure compliance with the contract documents.

SAFETY & SITE LOGISTICS

1. During excavation operations, all slopes will be maintained in accordance with OSHA regulations in a continuous manner until completion of this Subcontractor's scope of work. (Trench safety 29 CFR 1926 subpart P).
2. Subcontractor shall require their employees to attend CDI Contractors Jobsite Safety Orientation prior to working on site. Upon completion of orientation, all employees working on-site are required to display verification that orientation was completed.
3. Perform, review and document Job Hazard Analysis (JHA's) for all work and with all employees daily.
4. Provide 100% fall protection for all work over 6'.
5. Furnish install and maintain all safety measures necessary to comply with OSHA requirements, Owner requirements, and the requirements of the Construction Manager's safety program. This protection shall be maintained by the Subcontractor until the area is turned over to the construction manager for use by other trades.
6. Subcontractor is responsible for unloading their own materials and deliveries. All materials are to be delivered F.O.B. jobsite to each location as scheduled with the project superintendent.
7. Staging and stocking of materials shall be coordinated with the Construction Manager's Superintendent. Deliveries must be scheduled to coincide with the installation of the work. No long-term on-site storage is provided.
 - a. Subcontractor to coordinate and plan material/product delivery to coincide with schedule and flow of the work. Materials on-hand will be limited to 3-5 days of work.
 - b. Materials shall be staged /bundled/organized off-site to the greatest extent possible to be delivered and staged into the current work areas. Appropriate "buffers" of material will be managed to ensure workflow is not interrupted.
 - c. Subcontractor will coordinate its work and obtain Contractor's Superintendent's prior approval of subcontractor's schedule for delivery, installation and/or placement of its materials, equipment, and crew shacks at the jobsite.
8. Subcontractor is responsible for protection of their open trenches, holes, etc. in order to maintain a safe operation. At the end of each shift, hole or trench protection shall consist of either covers secured in place or fence panels protecting all sides of open trenches. In roadways and drives, open trenches shall be covered with road plates secured in place.
9. Subcontractor is responsible for any and all task lighting necessary to perform their work.
10. Subcontractor is responsible for daily cleanup and will get their debris into the appropriate dumpster. Daily cleanup is defined as leaving work area neat and orderly and broom swept at the end of each shift. Subcontractor shall remove from the jobsite and properly dispose of any hazardous materials generated by this Subcontractor's operations.
 - d. Work shall be carried out to eliminate or minimize to the greatest extent possible drops/cuts, debris, excess material, packaging, etc. from hitting the floor – Clean as you go.
 - e. Housekeeping methods will be specified within the Job Hazard Analysis (JHA) and Pre- Task Plan (PTP).
11. Divert waste from the landfill in compliance with Construction Waste Management and Disposal.
12. Subcontractor compliance with Construction Waste Plan will include depositing construction waste in designated material dumpster and clean up if contaminating dumpster with non-waste material.

13. Replace / repair any areas damaged during this Subcontractor's scope of work that are outside the construction limits established by CDI.
14. Restore to existing conditions all areas disturbed by this Subcontractor.
15. It is this subcontractor's requirement to call one-call for all utility location within your scope of work.
16. Furnish, install, remove, relocate, and reinstall fencing or barricades as necessary to access Subcontractor's work areas.
17. CDI will facilitate the installation of silt fencing by others. In the event damage by this subcontractor occurs to the silt fencing in place, CDI will install new at the expense of this subcontractor through back-charge.
18. Comply with any AHJ hauling and utility ordinance.
19. Includes flagging and traffic control as required for these operations in accordance with OSHA and City of Russellville standards.
20. Keep the roadway clear of dirt and debris from Subcontractor's own activities. This includes washing of tires as needed and directed.
21. Temporary power will be available for small tools but will not support electric welders or heaters. All welding and heating shall be done by fuel-powered equipment provided by this Subcontractor. When utilizing electric power, this Subcontractor will be responsible for meeting OSHA requirements.
22. All truck and equipment traffic will be restricted to the immediate construction area.
23. Parking will not be provided by CDI Contractors. It will be the responsibility of all subcontractors to provide parking and shuttles for their employee's.
24. Use of personal vehicles on the project site is prohibited. Only vehicles which are (1) owned or leased by subcontractors, sub-subcontractors, or suppliers, (2) are necessary to the work, and: (3) are identified as commercial vehicles will be allowed access into the construction area.

GENERAL NOTES

1. This Subcontractor, by submitting a bid, is acknowledging that they have read and, if they are successful bidder, agree to enter into a contract with CDI Contractors, LLC according to the terms and conditions of the CDI Contractors, LLC Subcontract Agreement, complete with its insurance and safety requirements.
2. This Subcontractor will provide sufficient manpower to meet the project schedule, including any overtime required to maintain the project schedule, at no additional charge unless the necessity for overtime is caused by others failing to maintain their project schedule through no fault of this Subcontractor or circumstances beyond control (such as "acts of God"). Includes phasing as required.
3. All Subcontractors shall comply with the requirements of the General Conditions and Division 01 "General Requirements" as contained in the Specifications.
4. If any Bidder wishes to substitute equipment or materials, which is believed to be equal to those specified, the Bidder shall make a request in writing to CDI for approval of such substitute equipment or materials at least seven (7) calendar days prior to the bid date. In proposing items for consideration, Bidder assumes all risk, costs, coordination with other trades, cost associated with other trades if substitution impacts their scope of work, and responsibility for item's final acceptance, compliance with the Bidding Documents and Contract Documents, integration into the Work, and performance.
5. Compute Request for Changes in work by the additions or deductions as follows:
 For work performed by Subcontractors:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
W.C. Insurance Premium and FICA Tax	d

- | | |
|---|----------------|
| <u>Subtotal</u> | <u>a+b+c+d</u> |
| Overhead and Profit, 15% (max.) x (a+b+c+d) | e |
6. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
 7. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, sex or national origin.

EXCLUSIONS

1. Retaining Walls
2. Site Utilities
3. PVC Storm Drainage

BASE BID

All prices quoted represent the entire cost of the project in accordance with the bidding documents, and bidder acknowledges that no subsequent claim will be recognized for any increase in wage scales, material prices, cost or any other rates affecting the construction industry and/or this project.

PRICING BREAKDOWN

- | | | |
|----|---|----------|
| 1. | Earthwork – Primary Site and Building Pad | \$ _____ |
| 2. | Earthwork – RV Park | \$ _____ |
| 3. | Earthwork - Hob Nob Road | \$ _____ |
| 4. | Storm Drainage | \$ _____ |
| 5. | Demolition and Grubbing | \$ _____ |
| 6. | Erosion Controls | \$ _____ |
| 7. | Mobilizations | \$ _____ |
| 8. | Survey and Layout | \$ _____ |
| 9. | Temporary Earthwork Activities | \$ _____ |

BASE BID (including sales tax): \$ _____

ALTERNATE PRICES

1. Payment & Performance Bond \$ _____
2. ADD ALTERNATE No. 1: Provide \$2,000.00 per Day Allowance for Ten Days for 3rd Party Soft Digging & Hydrovac Activities. \$ _____
3. ADD ALTERNATE No. 2: Provide Lump Sum Allowance for Living & Final Earthwork & Storm Drainage As-Builts Following Completion of Contract. \$ _____
4. ADD ALTERNATE No. 3A: Provide Lump Sum Allowance for Site Clearing. See Bid Form 31B for Scope. \$ _____
5. ADD ALTERNATE No. 3B: Provide Lump Sum Deductive Alternate Allowance for Burning On-Site of Demolished Site Clearing Materials. \$ _____
6. ADD ALTERNATE No. 4: Provide Lump Sum Allowance for PVC Storm Drainage Scope. See Site Utilities Bid Form 33A for Scope. \$ _____
7. ADD ALTERNATE No. 5: Provide Lump Sum Allowance for Segmented Retaining Walls. See Segmented Retaining Wall Bid Form 32B for Scope. \$ _____
8. ADD ALTERNATE No. 6: Provide Lump Sum Allowance for Site Utilities Scope. See Site Utilities Bid Form 33A for Scope. \$ _____
9. ADD ALTERNATE No. 7: Provide Lump Sum Allowance for Asphalt Paving Scope. See Asphalt Paving Bid Form 32A for Scope \$ _____
10. ADD ALTERNATE No. 8: Provide Lump Sum Allowance for Potential Bypass Culvert Revision as Shown on "Legends Bypass Culvert" Drawing. \$ _____
11. ADD ALTERNATE No. 11: Provide Lump Sum Allowance for Temporary Paving Activities. Provide, Install, Remove, and Haul Off 60,000 Square Feet of 12" Thick Compacted Class 7 Paving. \$ _____
12. ADD ALTERNATE No. 12: Provide Lump Sum Allowance for scoping all stormwater work and providing remedial measures if sedimentation or debris are encountered. \$ _____
13. ADD ALTERNATE No. 13: Provide Lump Sum Allowance for undercut pavement areas a minimum of 12", scarify, and recompact. \$ _____
14. ADD ALTERNATE No. 14: Provide Lump Sum Allowance for detention pond cleaning after all SWPPP has been removed. \$ _____

Voluntary Alternates in addition to those listed above are welcome and may be used in assessing the low qualified bidder. Detailed submittal information and compliance with Division 0 and 1 Alternates specifications must be issued along with the Bid Form for any alternates to be considered.

15. Bidder defined: _____ \$ _____
16. Bidder defined: _____ \$ _____

ADDENDA AND PRE-BID RFI ACKNOWLEDGEMENT

List addenda and pre-bid RFI's seen and acknowledged in the BASE BID:

UNIT PRICES

Provide the following unit prices on the Bid Form. This subcontract will be a fixed lump sum subcontract agreement. For revisions to the scope of the project and/or revisions to the contract documents, the lump sum subcontract amount would be adjusted by change order at the unit prices issued below:

1. (CY) of Site Cut & Disposal On-Site \$ _____ / _____
2. (CY) of Site Cut & Disposal Off-Site
\$ _____ / _____
3. (CY) of Site Fill Class 7 (Delivered and Installed) \$ _____ / _____
4. (CY) of Site Fill Gravel (Delivered and Installed) \$ _____ / _____
5. (CY) of Select Fill (Delivered and Installed) Added \$ _____ / _____
6. (CY) of Select Fill (Delivered and Installed) Deducted \$ _____ / _____
7. (CY) of Class 7 Aggregate (Delivered and Installed) Added \$ _____ / _____
8. (CY) of Class 7 Aggregate (Delivered and Installed) Deducted \$ _____ / _____
9. (CY) of Class 7 Aggregate (Delivered) \$ _____ / _____
10. (CY) of #57 Aggregate (Delivered) \$ _____ / _____
11. (CY) of C-Ballast Aggregate (Delivered) \$ _____ / _____
12. (CY) of D-Ballast Aggregate (Delivered) \$ _____ / _____
13. (CY) of B-Stone Aggregate (Delivered) \$ _____ / _____
14. (CY) of Sand (Delivered) \$ _____ / _____
15. (CY) Deduct for Spoiling of Excess Materials at Owner Provided Location (Corner of Hob Nob & Weir roads) \$ _____ / _____
16. (CY) Rock Excavation (If not anticipated per soils report) \$ _____ / _____
17. (DY) Water Truck Rental (Delivered; Usage Per Day) \$ _____

CONFIRMATION OF SUBMISSIONS:

- Bidder has included completed Bid Form
- Bidder has included completed Subcontractor Prequalification Form
- Bidder has included a Submission of Qualifications
(as defined in Instructions to Bidders)

DISADVANTAGED BUSINESS DESIGNATION

Please check the applicable box:

MBE SDV DBE SBA WBE

ADMINISTRATION OF CONTRACTS

The undersigned, in submitting this document, agrees that if he is the successful Bidder, he or she will enter into a contract with CDI Contractors, LLC according to the terms and conditions of the standard CDI Contractors, LLC. Subcontract Agreement. In addition, the undersigned agrees that this bid may not be withdrawn for a period of sixty (60) days after the bid issuance.

Respectfully submitted:

Firm

Bidder Contact Name & Title (printed)

Bidder Contact Signature

Mailing Address

Street Address

Telephone Fax No.

Bidder Contact e-mail

Arkansas Contractor's License No. _____

Federal I.D. No. or SS # _____ - _____

Date of Bid _____

**BID PACKAGE 2-31C – BID FORM
LEGENDS RESORT & CASINO
RAMMED AGGREGATE PIERS SCOPE**

Submitted by:

Name / Company / Date

SUBMIT TO: RammedA.vrrmo9x0gzy6joul@u.box.com

The following Documents constitute the basis for the work:

- **100% CD Progress Plans** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Drawings** as prepared by Garver, LLC dated August 7, 2023.
- **100% CD Progress Project Manual** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Specifications Manual** as prepared by Garver, LLC dated May 17, 2023.
- **Preliminary Storm Drainage Calculations Report** as prepared by Garver, LLC dated May 17, 2023.
- **Geotechnical Report and Geotechnical Report Addendum 1** as prepared by Building & Earth dated August 19, 2022 and March 17, 2023 respectively.
- **CDI Project Supplemental Instructions** (Inclusive of sample Subcontract and Purchase Order Agreements and samples of associated Exhibit detail).

THE SCOPE OF WORK FOR THIS CONTRACT SHALL BE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS:

INCLUDING BUT NOT LIMITED TO:

1. All Division 00 and 01 specifications, the following specification sections, and all other related documents:
 - Section 03 30 00 – Cast-in-Place Concrete (Coordination)
 - Section 31 10 01 – Project Soils Report and Logs
 - Section 31 20 00 – Earth Moving (Coordination)
 - Section 31 23 11 – Earthwork for Building Construction (Coordination)
 - Section 31 66 13.13 – Aggregate Piers
 - Section 33 05 00 – Common Work Results for Utilities (Coordination)
 - Section 33 05 01 – Water Distribution (Coordination)
 - Section 33 05 02 – Sanitary Sewerage (Coordination)
 - Section 33 05 03 – Natural Gas Distribution (Coordination)
 - Section 33 41 00 – Storm Utility Drainage Piping (Coordination)
 - Section 33 46 17 – Landscape Drainage (Coordination)
2. Provide all submittals, shop drawings, product data, samples, mock-ups, certificates, and warranties as required by the Contract Documents. The items will be submitted for approval in a timely manner as required to adhere to the project schedule. Shop drawings & product data are to be submitted electronically in PDF format.
3. In addition to the required standard parts and labor one (1) year warranty for all items furnished and installed under this scope, provide extended product specific warranties as specified. All warranties are to commence on date of substantial completion.

4. Subcontractor is responsible for all testing, lab reports and material certifications required by the Contract Documents.
5. Subcontractors are responsible for including all sales tax (city, county, and state) required per local code.
6. Subcontractors are responsible for maintaining license to work within the project jurisdiction.
7. Includes all startup, demonstration, training, and documentation for work under this scope.
8. Furnish all hoisting, lifts, scaffolds, and equipment necessary to perform the scope of work under this Agreement. CDI will be providing a general use crane or material/personnel hoist for this project. No labor or equipment will be provided by CDI for the purpose of loading, unloading or setting of materials or equipment other than the Tower Crane.
9. All Subcontractor's wishing to use the project tower crane for hoisting will be required to:
 - Furnish a qualified and experienced signal person, "flagger," to direct the operator and load.
 - Furnish qualified and experienced riggers to rig the equipment or material being hoisted.
 - Furnish their own rigging such as chokers and spreaders.
 - Submission of a weekly hoisting plan for review.
 - Attendance in daily huddles to confirm hoisting plan.
 - Structural Concrete will have 1st priority on Tower Crane usage.
10. Subcontractor shall be responsible for all notes and details pertaining to their scope of work, regardless of what area of the plans the notes are included.
11. Each prime contractor will require its Superintendent and Sub-Tier Superintendents to provide and use an iPad for BIM360 Management on site (for daily use to facilitate drawing review, inspections, work completion, punch list items, etc.).
12. As-built drawings must be maintained onsite during construction and issued within two (2) weeks upon completion of the work.
13. If the Subcontractor wishes to substitute equipment or materials, which is believed to be equal to those specified, the Subcontractor shall make a request in writing to CDI for approval of such substitute equipment or materials. In proposing items for consideration, the Subcontractor assumes all risks, costs, coordination with other trades, costs associated with other trades if substitution impacts their scope of work, and responsibility for the item's final acceptance, compliance with the Contract Documents, integration into the Work, and performance.
14. Scheduling – The Project Team may elect to implement scheduling software that is focused on developing project coordination with all trades through a commitment-based planning process. Subcontractor acknowledges that the project schedule will be fully developed via a collaborative collaboration process known as the Last Planner scheduling method. Contractor shall participate and agrees to attend as required at scheduling meetings including daily standup coordination huddles.
15. Sustainable and LEED specific submittals to include required cost data.
16. Pre-installation meetings as specified or required.
17. Provide owner training, Operation & Maintenance manuals, and attic stock as specified or required.
18. Multiple mobilizations as required to adhere to project schedule.
19. Includes phasing or workflow as required by CDI Project Schedule.
20. Shift work as required. Tower crane availability and shift time will be as directed and coordinated by CDI.
21. Provide all tools required to complete this scope of work.
22. Compliance with all rules, regulations, and requirements of local, state, and federal authorities.
23. Use best construction practices as it relates to this subcontractor's scope if specific requirements are not indicated on the contract documents.

SCOPE OF WORK

1. Provide design services for all scope associated with rammed aggregate piers for shallow foundations, in accordance with the contract documents. Including but not limited to:

- a. Examine the geotechnical report, specifications, structural, civil, and architectural drawings to determine extent of aggregate piers scope.
 - b. Design for rammed aggregate piers below spread footings, continuous footings, retaining walls footings, and any other applicable locations per contract documents. Some locations may include but are not limited to the pool building, cooling tower, and primary building with exception of the hotel.
 - c. Analyze all structural loads to determine aggregate pier system design. Design loads can either be determined by the size of the footings indicated on the drawings, or by contacting the structural engineer directly.
 - d. Seismic or wind uplift loads shown on the drawings must be resisted by the stone columns or aggregate piers with an embedded element providing positive attachment to footings.
 - e. Aggregate pier contractor is expected to examine the site and determine for himself the character of the materials to be encountered.
 - f. Provide engineer stamped shop drawings detailing full design of piers, including locations of piers, diameters of shafts, bottom elevations, and details of construction.
 - g. Design to include quantities and locations required to provide allowable bearing at bottom of footings of 7,500 psf with an anticipated maximum settlement not to exceed (1 inch) and a maximum differential of (1/2 inch) between two points 40 feet apart.
 - h. Professional liability for design services is required.
 - i. Adhere to all applicable codes, regulations, and safety standards.
 - j. Ensure design meets the geotechnical and structural engineer's design criteria.
 - k. Submit all design documents to CDI and Engineer of Record for review.
2. Geotechnical report data on indicated subsurface conditions are not intended as representations or warranties of continuity of such conditions. It is expressly understood that CDI and/or the Owner will not be responsible for interpretations or conclusions drawn there from by Aggregate Pier Contractor. Data is made available for convenience of Aggregate Pier Contractor and are not guaranteed to represent conditions that may be encountered.
 3. Additional test borings and other exploratory operations may be made by the Aggregate Pier Contractor at no additional cost to CDI or the Owner.
 4. Provide all work associated with the rammed aggregate piers to include, but not limited to, the following in accordance with the contract documents:
 - a. Excavate/drill for aggregate piers to required depths and dimensions. (Includes excavation of rock, boulders, or obstructions if indicated by available subsurface data in geotechnical report)
 - b. Place and compact the aggregate material in layers using appropriate compaction techniques.
 - c. Ramming of piers to achieve the required bearing capacity.
 - d. Ensure proper vertical and horizontal alignment of the piers during installation.
 - e. Ensure piers bear into competent bearing strata (Competent shale).
 - f. Backfill the excavated areas around the installed piers with suitable materials, ensuring proper compaction and grading.
 - g. Restore the work area to its original condition, including cleaning up debris and hauling off-site any excess materials.
 - h. Conduct load testing during construction as required.
 - i. Mobilization and demobilizations required for phasing/sequences of construction.
 5. Prior to excavation, subcontractor to place One Call for location of public utilities.
 6. Provide field engineering and layout of aggregate piers.
 7. Provide all labor, equipment, and materials to complete rammed aggregate pier scope of work.
 8. Aggregate pier contractor is to coordinate all aggregate pier activities with CDI Contractors and other trades including building concrete, earthwork, storm drainage, site utilities, asphalt paving, site concrete, segmented retaining wall, drilled piers, tower crane, pool, water fountain, plumbing, mechanical, electrical, fire protection, low-voltage, fences, landscaping, irrigation, etc.

SAFETY & SITE LOGISTICS

1. During excavation operations, all slopes will be maintained in accordance with OSHA regulations in a continuous manner until completion of this Subcontractor's scope of work. (Trench safety 29 CFR 1926 subpart P).
2. Subcontractor shall require their employees to attend CDI Contractors Jobsite Safety Orientation prior to working on site. Upon completion of orientation, all employees working on-site are required to display verification that orientation was completed.
3. Perform, review and document Job Hazard Analysis (JHA's) for all work and with all employees daily.
4. Provide 100% fall protection for all work over 6'.
5. Furnish install and maintain all safety measures necessary to comply with OSHA requirements, Owner requirements, and the requirements of the Construction Manager's safety program. This protection shall be maintained by the Subcontractor until the area is turned over to the construction manager for use by other trades.
6. Subcontractor is responsible for unloading their own materials and deliveries. All materials are to be delivered F.O.B. jobsite to each location as scheduled with the project superintendent.
7. Staging and stocking of materials shall be coordinated with the Construction Manager's Superintendent. Deliveries must be scheduled to coincide with the installation of the work. No long-term on-site storage is provided.
 - a. Subcontractor to coordinate and plan material/product delivery to coincide with schedule and flow of the work. Materials on-hand will be limited to 3-5 days of work.
 - b. Materials shall be staged /bundled/organized off-site to the greatest extent possible to be delivered and staged into the current work areas. Appropriate "buffers" of material will be managed to ensure workflow is not interrupted.
 - c. Subcontractor will coordinate its work and obtain Contractor's Superintendent's prior approval of subcontractor's schedule for delivery, installation and/or placement of its materials, equipment, and crew shacks at the jobsite.
8. Subcontractor is responsible for protection of their open trenches, holes, etc. in order to maintain a safe operation. At the end of each shift, hole or trench protection shall consist of either covers secured in place or fence panels protecting all sides of open trenches. In roadways and drives, open trenches shall be covered with road plates secured in place.
9. Subcontractor is responsible for any and all task lighting necessary to perform their work.
10. Subcontractor is responsible for daily cleanup and will get their debris into the appropriate dumpster. Daily cleanup is defined as leaving work area neat and orderly and broom swept at the end of each shift. Subcontractor shall remove from the jobsite and properly dispose of any hazardous materials generated by this Subcontractor's operations.
 - d. Work shall be carried out to eliminate or minimize to the greatest extent possible drops/cuts, debris, excess material, packaging, etc. from hitting the floor – Clean as you go.
 - e. Housekeeping methods will be specified within the Job Hazard Analysis (JHA) and Pre- Task Plan (PTP).
11. Divert waste from the landfill in compliance with Construction Waste Management and Disposal.
12. Subcontractor compliance with Construction Waste Plan will include depositing construction waste in designated material dumpster and clean up if contaminating dumpster with non-waste material.
13. Replace / repair any areas damaged during this Subcontractor's scope of work that are outside the construction limits established by CDI.
14. Restore to existing conditions all areas disturbed by this Subcontractor.
15. It is this subcontractor's requirement to call one-call for all utility location within your scope of work.
16. Furnish, install, remove, relocate, and reinstall fencing or barricades as necessary to access Subcontractor's work areas.

17. CDI will facilitate the installation of silt fencing by others. In the event damage by this subcontractor occurs to the silt fencing in place, CDI will install new at the expense of this subcontractor through back-charge.
18. Comply with any AHJ hauling and utility ordinance.
19. Includes flagging and traffic control as required for these operations in accordance with OSHA and City of Russellville standards.
20. Keep the roadway clear of dirt and debris from Subcontractor's own activities. This includes washing of tires as needed and directed.
21. Temporary power will be available for small tools but will not support electric welders or heaters. All welding and heating shall be done by fuel-powered equipment provided by this Subcontractor. When utilizing electric power, this Subcontractor will be responsible for meeting OSHA requirements.
22. All truck and equipment traffic will be restricted to the immediate construction area.
23. Parking will not be provided by CDI Contractors. It will be the responsibility of all subcontractors to provide parking and shuttles for their employee's.
24. Use of personal vehicles on the project site is prohibited. Only vehicles which are (1) owned or leased by subcontractors, sub-subcontractors, or suppliers, (2) are necessary to the work, and: (3) are identified as commercial vehicles will be allowed access into the construction area.

GENERAL NOTES

1. This Subcontractor, by submitting a bid, is acknowledging that they have read and, if they are successful bidder, agree to enter into a contract with CDI Contractors, LLC according to the terms and conditions of the CDI Contractors, LLC Subcontract Agreement, complete with its insurance and safety requirements.
2. This Subcontractor will provide sufficient manpower to meet the project schedule, including any overtime required to maintain the project schedule, at no additional charge unless the necessity for overtime is caused by others failing to maintain their project schedule through no fault of this Subcontractor or circumstances beyond control (such as "acts of God"). Includes phasing as required.
3. All Subcontractors shall comply with the requirements of the General Conditions and Division 01 "General Requirements" as contained in the Specifications.
4. If any Bidder wishes to substitute equipment or materials, which is believed to be equal to those specified, the Bidder shall make a request in writing to CDI for approval of such substitute equipment or materials at least seven (7) calendar days prior to the bid date. In proposing items for consideration, Bidder assumes all risk, costs, coordination with other trades, cost associated with other trades if substitution impacts their scope of work, and responsibility for item's final acceptance, compliance with the Bidding Documents and Contract Documents, integration into the Work, and performance.
5. Compute Request for Changes in work by the additions or deductions as follows:
For work performed by Subcontractors:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
W.C. Insurance Premium and FICA Tax	d
<u>Subtotal</u>	<u>a+b+c+d</u>
Overhead and Profit, 15% (max.) x (a+b+c+d)	e
6. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

7. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, sex or national origin.

EXCLUSIONS

1. Drilled Piers
2. Foundation & Utility Demolition/Relocation

BASE BID

All prices quoted represent the entire cost of the project in accordance with the bidding documents, and bidder acknowledges that no subsequent claim will be recognized for any increase in wage scales, material prices, cost or any other rates affecting the construction industry and/or this project.

PRICING BREAKDOWN

- | | | |
|----|---------------------------|----|
| 1. | Primary Building | \$ |
| 2. | Segmented Retaining Walls | \$ |
| 3. | Other | \$ |

BASE BID (including sales tax): \$ _____

ALTERNATE PRICES

- | | | |
|----|----------------------------|----------|
| 1. | Payment & Performance Bond | \$ _____ |
|----|----------------------------|----------|

Voluntary Alternates in addition to those listed above are welcome and may be used in assessing the low qualified bidder. Detailed submittal information and compliance with Division 0 and 1 Alternates specifications must be issued along with the Bid Form for any alternates to be considered.

- | | | |
|----|-----------------------|----------|
| 2. | Bidder defined: _____ | \$ _____ |
| 3. | Bidder defined: _____ | \$ _____ |

ADDENDA AND PRE-BID RFI ACKNOWLEDGEMENT

List addenda and pre-bid RFI's seen and acknowledged in the BASE BID:

UNIT PRICES

Provide the following unit prices on the Bid Form. This subcontract will be a fixed lump sum subcontract agreement. For revisions to the scope of the project and/or revisions to the contract documents, the lump sum subcontract amount would be adjusted by change order at the unit prices issued below:



- 1. Add/Remove Rammed Aggregate Pier \$ _____ /LF
- 2. Additional Mobilization Price \$ _____ /EA

CONFIRMATION OF SUBMISSIONS:

- Bidder has included completed Bid Form
- Bidder has included completed Subcontractor Prequalification Form
- Bidder has included a Submission of Qualifications
(as defined in Instructions to Bidders)

DISADVANTAGED BUSINESS DESIGNATION

Please check the applicable box:

MBE SDV DBE SBA WBE

ADMINISTRATION OF CONTRACTS

The undersigned, in submitting this document, agrees that if he is the successful Bidder, he or she will enter into a contract with CDI Contractors, LLC according to the terms and conditions of the standard CDI Contractors, LLC. Subcontract Agreement. In addition, the undersigned agrees that this bid may not be withdrawn for a period of sixty (60) days after the bid issuance.

Respectfully submitted:

Firm

Bidder Contact Name & Title (printed)

Bidder Contact Signature

Mailing Address

Street Address

Telephone Fax No.

Bidder Contact e-mail

Arkansas Contractor's License No. _____

Federal I.D. No. or SS # _____ - _____

Date of Bid _____

BID PACKAGE 2-32A – BID FORM LEGENDS RESORT & CASINO

ASPHALT PAVING SCOPE

Submitted by:

Name / Company / Date

SUBMIT TO: Asphalt.jq026vwdq96xwccw@u.box.com

The following Documents constitute the basis for the work:

- **100% CD Progress Plans** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Drawings** as prepared by Garver, LLC dated August 7, 2023.
- **100% CD Progress Project Manual** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Specifications Manual** as prepared by Garver, LLC dated May 17, 2023.
- **Preliminary Storm Drainage Calculations Report** as prepared by Garver, LLC dated May 17, 2023.
- **Geotechnical Report and Geotechnical Report Addendum 1** as prepared by Building & Earth dated August 19, 2022 and March 17, 2023 respectively.
- **CDI Project Supplemental Instructions** (Inclusive of sample Subcontract and Purchase Order Agreements and samples of associated Exhibit detail).

THE SCOPE OF WORK FOR THIS CONTRACT SHALL BE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS:

INCLUDING BUT NOT LIMITED TO:

1. All Division 00 and 01 specifications, the following specification sections, and all other related documents:
 - Section 32 12 00 – Earth Moving (as it applies to this scope of work)
 - Section 32 12 16 – Asphalt Paving
 - Section 32 13 13 – Concrete Paving (as it applies to this scope of work)
 - Section 32 15 00 – Aggregate Surfacing
2. Provide all submittals, shop drawings, product data, samples, mock-ups, certificates, and warranties as required by the Contract Documents. The items will be submitted for approval in a timely manner as required to adhere to the project schedule. Shop drawings & product data are to be submitted electronically in PDF format.
3. In addition to the required standard parts and labor one (1) year warranty for all items furnished and installed under this scope, provide extended product specific warranties as specified. All warranties are to commence on date of substantial completion.
4. Subcontractor is responsible for all testing, lab reports and material certifications required by the Contract Documents.
5. Subcontractors are responsible for including all sales tax (city, county, and state) required per local code.
6. Subcontractors are responsible for maintaining license to work within the project jurisdiction.
7. Includes all startup, demonstration, training, and documentation for work under this scope.
8. Furnish all hoisting, lifts, scaffolds, and equipment necessary to perform the scope of work under this Agreement. CDI will be providing a general use crane or material/personnel hoist for this

- project. No labor or equipment will be provided by CDI for the purpose of loading, unloading or setting of materials or equipment other than the Tower Crane.
9. All Subcontractor's wishing to use the project tower crane for hoisting will be required to:
 - Furnish a qualified and experienced signal person, "flagger," to direct the operator and load.
 - Furnish qualified and experienced riggers to rig the equipment or material being hoisted.
 - Furnish their own rigging such as chokers and spreaders.
 - Submission of a weekly hoisting plan for review.
 - Attendance in daily huddles to confirm hoisting plan.
 - Structural Concrete will have 1st priority on Tower Crane usage.
 10. Subcontractor shall be responsible for all notes and details pertaining to their scope of work, regardless of what area of the plans the notes are included.
 11. Each prime contractor will require its Superintendent and Sub-Tier Superintendents to provide and use an iPad for BIM360 Management on site (for daily use to facilitate drawing review, inspections, work completion, punch list items, etc.).
 12. As-built drawings must be maintained onsite during construction and issued within two (2) weeks upon completion of the work.
 13. If the Subcontractor wishes to substitute equipment or materials, which is believed to be equal to those specified, the Subcontractor shall make a request in writing to CDI for approval of such substitute equipment or materials. In proposing items for consideration, the Subcontractor assumes all risks, costs, coordination with other trades, costs associated with other trades if substitution impacts their scope of work, and responsibility for the item's final acceptance, compliance with the Contract Documents, integration into the Work, and performance.
 14. Scheduling – The Project Team may elect to implement scheduling software that is focused on developing project coordination with all trades through a commitment-based planning process. Subcontractor acknowledges that the project schedule will be fully developed via a collaborative collaboration process known as the Last Planner scheduling method. Contractor shall participate and agrees to attend as required at scheduling meetings including daily standup coordination huddles.
 15. Sustainable and LEED specific submittals to include required cost data.
 16. Pre-installation meetings as specified or required.
 17. Provide owner training, Operation & Maintenance manuals, and attic stock as specified or required.
 18. Multiple mobilizations as required to adhere to project schedule.
 19. Includes phasing or workflow as required by CDI Project Schedule.
 20. Shift work as required. Tower crane availability and shift time will be as directed and coordinated by CDI.
 21. Provide all tools required to complete this scope of work.
 22. Compliance with all rules, regulations, and requirements of local, state, and federal authorities.
 23. Use best construction practices as it relates to this subcontractor's scope if specific requirements are not indicated on the contract documents.

SCOPE OF WORK

1. Prior to commencement of work, verify all utilities have been installed and that any outstanding utility installation will not interrupt the final surface prior to final acceptance.
2. Provide aggregate base course for heavy-duty [HD] concrete paving, heavy-duty [HD] asphalt paving, light-duty asphalt paving, and curb and gutter locations as indicated per the civil drawings and landscape drawings.
3. Provide heavy-duty and light-duty asphalt paving as specified for site parking lots, drives, and Hob Nob Road.

- a.) Includes coordination with CDI such as scheduling and traffic control regarding two-phased asphalt paving of Hob Nob Road.
- b.) Includes coordination with CDI and a minimum of two mobilizations for completing the asphalt paving parking lots and drives at the main resort site and adjacent RV park.
4. Includes final site visit following completion of asphalt paving for sealing and final patching.
5. Provide gravel paving requirements in accordance with the contract documents, including but not limited to:
 - a.) 12" aggregate base course compacted to 98% standard proctor (ASTM D698)
 - b.) Subgrade by others, provide minimal adjustments to subgrade as needed.
6. Provide street sweeping between base course and paving as required and final cleaning of the Work of this bid package.
7. Provide gravel paving at the mechanical yard and at all recreational vehicle parking spaces at the RV park as indicated on sheet C-500.
8. Provide patching and repairing the proposed gravel road built by others near the completion of the project.
9. Provide all paving work with positive drainage. Place paving within surface tolerances and flush with all surface items (curb & gutter, concrete pads, concrete aprons, etc.) to provide a continuous smooth surface and positive drainage. Bird baths will be corrected at no additional cost.
10. Asphalt paving contractor is responsible for providing a surface course that shall adhere to mix and air temperature requirements as specified.
11. Excavation contractor shall provide rough grade of +/- 1/10 foot, any additional fine grading not shown in the civil drawings that is required to complete the asphalt paving is the responsibility of this contractor.
12. Excavation contractor shall provide stockpiled backfill for the back of the curb and gutter, all placement of backfill for the back of the curb and gutter along with compaction and clean-up are the responsibility of the asphalt paving contractor.
13. Asphalt paving contractor is responsible for coordinating scheduled work and other site logistics with CDI Contractors' site personnel and with other trades such as earthwork, site utilities, concrete, electrical, pavement marking, and signage.
14. Asphalt paving contractor is responsible for traffic control measures during the phased paving of Hob Nob Road. Contractor is to provide temporary road traffic measures in place and coordinate the asphalt paving of Hob Nob Road with CDI and other site work trades.
15. Asphalt paving contractor is responsible for any site inspections or 3rd party testing reports as required per the contract documents.
16. Asphalt paving contractor is responsible for transmitting submittal documents and coordination documents to CDI Contractors for review and approval. This includes mix designs, accessories, miscellaneous materials, drawing mark-ups.
17. Asphalt paving contractor is responsible for providing all close out requirements for the project including a one-year workmanship warranty to start on the Date of Substantial Completion.

SAFETY & SITE LOGISTICS

1. During excavation operations, all slopes will be maintained in accordance with OSHA regulations in a continuous manner until completion of this Subcontractor's scope of work. (Trench safety 29 CFR 1926 subpart P).
2. Subcontractor shall require their employees to attend CDI Contractors Jobsite Safety Orientation prior to working on site. Upon completion of orientation, all employees working on-site are required to display verification that orientation was completed.
3. Perform, review and document Job Hazard Analysis (JHA's) for all work and with all employees daily.
4. Provide 100% fall protection for all work over 6'.

5. Furnish install and maintain all safety measures necessary to comply with OSHA requirements, Owner requirements, and the requirements of the Construction Manager's safety program. This protection shall be maintained by the Subcontractor until the area is turned over to the construction manager for use by other trades.
6. Subcontractor is responsible for unloading their own materials and deliveries. All materials are to be delivered F.O.B. jobsite to each location as scheduled with the project superintendent.
7. Staging and stocking of materials shall be coordinated with the Construction Manager's Superintendent. Deliveries must be scheduled to coincide with the installation of the work. No long-term on-site storage is provided.
 - a. Subcontractor to coordinate and plan material/product delivery to coincide with schedule and flow of the work. Materials on-hand will be limited to 3-5 days of work.
 - b. Materials shall be staged /bundled/organized off-site to the greatest extent possible to be delivered and staged into the current work areas. Appropriate "buffers" of material will be managed to ensure workflow is not interrupted.
 - c. Subcontractor will coordinate its work and obtain Contractor's Superintendent's prior approval of subcontractor's schedule for delivery, installation and/or placement of its materials, equipment, and crew shacks at the jobsite.
8. Subcontractor is responsible for protection of their open trenches, holes, etc. in order to maintain a safe operation. At the end of each shift, hole or trench protection shall consist of either covers secured in place or fence panels protecting all sides of open trenches. In roadways and drives, open trenches shall be covered with road plates secured in place.
9. Subcontractor is responsible for any and all task lighting necessary to perform their work.
10. Subcontractor is responsible for daily cleanup and will get their debris into the appropriate dumpster. Daily cleanup is defined as leaving work area neat and orderly and broom swept at the end of each shift. Subcontractor shall remove from the jobsite and properly dispose of any hazardous materials generated by this Subcontractor's operations.
 - a. Work shall be carried out to eliminate or minimize to the greatest extent possible drops/cuts, debris, excess material, packaging, etc. from hitting the floor – Clean as you go.
 - b. Housekeeping methods will be specified within the Job Hazard Analysis (JHA) and Pre- Task Plan (PTP).
11. Divert waste from the landfill in compliance with Construction Waste Management and Disposal.
12. Subcontractor compliance with Construction Waste Plan will include depositing construction waste in designated material dumpster and clean up if contaminating dumpster with non-waste material.
13. Replace / repair any areas damaged during this Subcontractor's scope of work that are outside the construction limits established by CDI.
14. Restore to existing conditions all areas disturbed by this Subcontractor.
15. It is this subcontractor's requirement to call one-call for all utility location within your scope of work.
16. Furnish, install, remove, relocate, and reinstall fencing or barricades as necessary to access Subcontractor's work areas.
17. CDI will facilitate the installation of silt fencing by others. In the event damage by this subcontractor occurs to the silt fencing in place, CDI will install new at the expense of this subcontractor through back-charge.
18. Comply with any AHJ hauling and utility ordinance.
19. Includes flagging and traffic control as required for these operations in accordance with OSHA and City of Russellville standards.
20. Keep the roadway clear of dirt and debris from Subcontractor's own activities. This includes washing of tires as needed and directed.
21. Temporary power will be available for small tools but will not support electric welders or heaters. All welding and heating shall be done by fuel-powered equipment provided by this Subcontractor. When utilizing electric power, this Subcontractor will be responsible for meeting OSHA requirements.
22. All truck and equipment traffic will be restricted to the immediate construction area.

23. Parking will not be provided by CDI Contractors. It will be the responsibility of all subcontractors to provide parking and shuttles for their employee's.
24. Use of personal vehicles on the project site is prohibited. Only vehicles which are (1) owned or leased by subcontractors, sub-subcontractors, or suppliers, (2) are necessary to the work, and: (3) are identified as commercial vehicles will be allowed access into the construction area.

GENERAL NOTES

1. This Subcontractor, by submitting a bid, is acknowledging that they have read and, if they are successful bidder, agree to enter into a contract with CDI Contractors, LLC according to the terms and conditions of the CDI Contractors, LLC Subcontract Agreement, complete with its insurance and safety requirements.
2. This Subcontractor will provide sufficient manpower to meet the project schedule, including any overtime required to maintain the project schedule, at no additional charge unless the necessity for overtime is caused by others failing to maintain their project schedule through no fault of this Subcontractor or circumstances beyond control (such as "acts of God"). Includes phasing as required.
3. All Subcontractors shall comply with the requirements of the General Conditions and Division 01 "General Requirements" as contained in the Specifications.
4. If any Bidder wishes to substitute equipment or materials, which is believed to be equal to those specified, the Bidder shall make a request in writing to CDI for approval of such substitute equipment or materials at least seven (7) calendar days prior to the bid date. In proposing items for consideration, Bidder assumes all risk, costs, coordination with other trades, cost associated with other trades if substitution impacts their scope of work, and responsibility for item's final acceptance, compliance with the Bidding Documents and Contract Documents, integration into the Work, and performance.
5. Compute Request for Changes in work by the additions or deductions as follows:
 For work performed by Subcontractors:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
W.C. Insurance Premium and FICA Tax	d
<u>Subtotal</u>	<u>a+b+c+d</u>
Overhead and Profit, 12% (max.) x (a+b+c+d)	e
6. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
7. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, sex or national origin.

EXCLUSIONS

1. Concrete Paving

2. Striping and pavement markings.
3. Concrete wheel stops.
4. Signage.

BASE BID

All prices quoted represent the entire cost of the project in accordance with the bidding documents, and bidder acknowledges that no subsequent claim will be recognized for any increase in wage scales, material prices, cost or any other rates affecting the construction industry and/or this project.

PRICING BREAKDOWN

- | | | |
|----|---|----------|
| 1. | Heavy Duty Paving – Primary Site | \$ _____ |
| 2. | Heavy Duty Paving – Hob Nob Road | \$ _____ |
| 3. | Heavy Duty Paving – RV Park | \$ _____ |
| 4. | Light Duty Paving – Primary Site | \$ _____ |
| 5. | Light Duty Paving – RV Park Jogging Trail | \$ _____ |
| 6. | Gravel at Concrete Paving | \$ _____ |
| 7. | Other Gravel & Aggregate Scope | \$ _____ |

BASE BID (including sales tax): \$ _____

ALTERNATE PRICES

- | | | |
|----|----------------------------|----------|
| 1. | Payment & Performance Bond | \$ _____ |
|----|----------------------------|----------|

Voluntary Alternates in addition to those listed above are welcome and may be used in assessing the low qualified bidder. Detailed submittal information and compliance with Division 0 and 1 Alternates specifications must be issued along with the Bid Form for any alternates to be considered.

- | | | |
|----|-----------------------|----------|
| 2. | Bidder defined: _____ | \$ _____ |
| 3. | Bidder defined: _____ | \$ _____ |

ADDENDA AND PRE-BID RFI ACKNOWLEDGEMENT

List addenda and pre-bid RFI's seen and acknowledged in the BASE BID:

UNIT PRICES

Provide the following unit prices on the Bid Form. This subcontract will be a fixed lump sum subcontract agreement. For revisions to the scope of the project and/or revisions to the contract documents, the lump sum subcontract amount would be adjusted by change order at the unit prices issued below:

1. (SY) of Light-Duty Asphalt Paving \$ _____ / _____
2. (SY) of Heavy-Duty Asphalt Paving \$ _____ / _____
3. (SY) of Aggregate Binder Course \$ _____ / _____
4. (SY) of Gravel Paving \$ _____ / _____

CONFIRMATION OF SUBMISSIONS:

- Bidder has included completed Bid Form
- Bidder has included completed Subcontractor Prequalification Form
- Bidder has included a Submission of Qualifications
(as defined in Instructions to Bidders)

DISADVANTAGED BUSINESS DESIGNATION

Please check the applicable box:

MBE SDV DBE SBA WBE

ADMINISTRATION OF CONTRACTS

The undersigned, in submitting this document, agrees that if he is the successful Bidder, he or she will enter into a contract with CDI Contractors, LLC according to the terms and conditions of the standard CDI Contractors, LLC. Subcontract Agreement. In addition, the undersigned agrees that this bid may not be withdrawn for a period of sixty (60) days after the bid issuance.

Respectfully submitted:

Firm

Bidder Contact Name & Title (printed)

Bidder Contact Signature

Mailing Address

Street Address

Telephone Fax No.

Bidder Contact e-mail



Job #: TBD

Arkansas Contractor's License No. _____

Federal I.D. No. or SS # _____ - _____

Date of Bid _____

BID PACKAGE 2-32B – BID FORM
LEGENDS RESORT & CASINO
SEGMENTED RETAINING WALL SCOPE

Submitted by:

Name / Company / Date

SUBMIT TO: Segment.15ffl6yfsquk6419@u.box.com

The following Documents constitute the basis for the work:

- **100% CD Progress Plans** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Drawings** as prepared by Garver, LLC dated August 7, 2023.
- **100% CD Progress Project Manual** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Specifications Manual** as prepared by Garver, LLC dated May 17, 2023.
- **Preliminary Storm Drainage Calculations Report** as prepared by Garver, LLC dated May 17, 2023.
- **Geotechnical Report and Geotechnical Report Addendum 1** as prepared by Building & Earth dated August 19, 2022 and March 17, 2023 respectively.
- **CDI Project Supplemental Instructions** (Inclusive of sample Subcontract and Purchase Order Agreements and samples of associated Exhibit detail).

THE SCOPE OF WORK FOR THIS CONTRACT SHALL BE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS:

INCLUDING BUT NOT LIMITED TO:

1. All Division 00 and 01 specifications, the following specification sections, and all other related documents:
 - Section 03 10 00 – Concrete Forming and Accessories (As Pertains to Scope)
 - Section 03 20 00 – Concrete Reinforcement (As Pertains to Scope)
 - Section 03 30 00 – Cast-in-Place Concrete (As Pertains to Scope)
 - Section 31 10 00 – Site Clearing (As Pertains to Scope)
 - Section 31 10 01 – Project Soils Report And Logs
 - Section 31 20 00 – Earth Moving
 - Section 31 22 16 – Landscape Fill and Finish Grading (As Pertains to scope)
 - Section 31 23 19 – Dewatering
 - Section 33 05 00 – Common Work Results for Utilities (As Pertains to Scope)
 - Section 33 05 01 – Water Distribution (As Pertains to Scope)
 - Section 33 05 02 – Sanitary Sewerage (As Pertains to Scope)
 - Section 33 05 03 – Natural Gas Distribution (As Pertains to Scope)
 - Section 33 41 00 – Storm Utility Drainage Piping (As Pertains to Scope)
 - Section 33 46 17 – Landscape Drainage (As Pertains to scope)
2. Provide all submittals, shop drawings, product data, samples, mock-ups, certificates, and warranties as required by the Contract Documents. The items will be submitted for approval in a timely manner as required to adhere to the project schedule. Shop drawings & product data are to be submitted electronically in PDF format.

3. In addition to the required standard parts and labor one (1) year warranty for all items furnished and installed under this scope, provide extended product specific warranties as specified. All warranties are to commence on date of substantial completion.
4. Subcontractor is responsible for all testing, lab reports and material certifications required by the Contract Documents.
5. Subcontractors are responsible for including all sales tax (city, county, and state) required per local code.
6. Subcontractors are responsible for maintaining license to work within the project jurisdiction.
7. Includes all startup, demonstration, training, and documentation for work under this scope.
8. Furnish all hoisting, lifts, scaffolds, and equipment necessary to perform the scope of work under this Agreement. CDI will be providing a general use crane or material/personnel hoist for this project. No labor or equipment will be provided by CDI for the purpose of loading, unloading or setting of materials or equipment other than the Tower Crane.
9. All Subcontractor's wishing to use the project tower crane for hoisting will be required to:
 - Furnish a qualified and experienced signal person, "flagger," to direct the operator and load.
 - Furnish qualified and experienced riggers to rig the equipment or material being hoisted.
 - Furnish their own rigging such as chokers and spreaders.
 - Submission of a weekly hoisting plan for review.
 - Attendance in daily huddles to confirm hoisting plan.
 - Structural Concrete will have 1st priority on Tower Crane usage.
10. Subcontractor shall be responsible for all notes and details pertaining to their scope of work, regardless of what area of the plans the notes are included.
11. Each prime contractor will require its Superintendent and Sub-Tier Superintendents to provide and use an iPad for BIM360 Management on site (for daily use to facilitate drawing review, inspections, work completion, punch list items, etc.).
12. As-built drawings must be maintained onsite during construction and issued within two (2) weeks upon completion of the work.
13. If the Subcontractor wishes to substitute equipment or materials, which is believed to be equal to those specified, the Subcontractor shall make a request in writing to CDI for approval of such substitute equipment or materials. In proposing items for consideration, the Subcontractor assumes all risks, costs, coordination with other trades, costs associated with other trades if substitution impacts their scope of work, and responsibility for the item's final acceptance, compliance with the Contract Documents, integration into the Work, and performance.
14. Scheduling – The Project Team may elect to implement scheduling software that is focused on developing project coordination with all trades through a commitment-based planning process. Subcontractor acknowledges that the project schedule will be fully developed via a collaborative collaboration process known as the Last Planner scheduling method. Contractor shall participate and agrees to attend as required at scheduling meetings including daily standup coordination huddles.
15. Sustainable and LEED specific submittals to include required cost data.
16. Pre-installation meetings as specified or required.
17. Provide owner training, Operation & Maintenance manuals, and attic stock as specified or required.
18. Multiple mobilizations as required to adhere to project schedule.
19. Includes phasing or workflow as required by CDI Project Schedule.
20. Shift work as required. Tower crane availability and shift time will be as directed and coordinated by CDI.
21. Provide all tools required to complete this scope of work.
22. Compliance with all rules, regulations, and requirements of local, state, and federal authorities.
23. Use best construction practices as it relates to this subcontractor's scope if specific requirements are not indicated on the contract documents.

SCOPE OF WORK

1. Segmented retaining wall contractor is responsible for providing a turn-key design/build scope of work for the new reinforced segmented retaining walls indicated per the contract documents. This includes providing schematic and final design drawings, submittals, and calculations that are stamped by a licensed engineer for the owner's and design team's review and approval.
2. Provide a complete segmented retaining wall assembly to include, but not limited to, modular concrete units and caps, granular leveling pad and foundations, concrete block wall, and cap adhesives.
3. Provide reinforced backfill requirements at each segmented retaining wall, with a compaction of 95% of the maximum modified proctor density behind wall from back of wall to existing slope to top of wall elevation. Earthwork contractor will provide backfill material based on required design; Segmented Retaining Wall Contractor will be responsible for installation of backfill material.
4. Provide all geosynthetic reinforcement as required for the turn-key design/build segmented retaining wall assembly. This includes providing drainage aggregate with a 12" minimum thickness and all impervious fill requirements as shown on contract documents.
5. Provide a continuous 4" diameter perforated PVC drain running parallel with each retaining wall as shown on contract documents. Contractor is responsible for outlets at both ends of each storm drain line and any weeps or accessories within retaining wall as needed per the engineer's recommendation.
6. Segmented retaining wall contractor is responsible for incorporating all additional design criteria within the contract documents, including the geotechnical report and geotechnical report addendum, and the site retaining wall design criteria as indicated on drawing sheets.
7. Segmented retaining wall contractor is responsible for providing all testing, lab reports and material certifications required by the contract documents.
8. Segmented retaining wall contractor is responsible for providing temporary safety handrails during and following the completion of the segmented retaining wall at each location with an elevation greater than 4'-0". Temporary safety handrails are to last from start of segmented retaining wall scope of work until permanent handrails are installed prior to completion of the project.
9. Provide and install fence sleeves per <https://www.geogrid.com/en-us/products/sleeve-it-system>.
10. Segmented retaining wall contractor is responsible for coordinating all scheduled work with CDI Contractors including all layout and setbacks associated with this scope of work. This also includes coordination with CDI Contractors and other trades such as earthwork, site utilities, site concrete, etc.

SAFETY & SITE LOGISTICS

1. During excavation operations, all slopes will be maintained in accordance with OSHA regulations in a continuous manner until completion of this Subcontractor's scope of work. (Trench safety 29 CFR 1926 subpart P).
2. Subcontractor shall require their employees to attend CDI Contractors Jobsite Safety Orientation prior to working on site. Upon completion of orientation, all employees working on-site are required to display verification that orientation was completed.
3. Perform, review and document Job Hazard Analysis (JHA's) for all work and with all employees daily.
4. Provide 100% fall protection for all work over 6'.
5. Furnish install and maintain all safety measures necessary to comply with OSHA requirements, Owner requirements, and the requirements of the Construction Manager's safety program. This

- protection shall be maintained by the Subcontractor until the area is turned over to the construction manager for use by other trades.
6. Subcontractor is responsible for unloading their own materials and deliveries. All materials are to be delivered F.O.B. jobsite to each location as scheduled with the project superintendent.
 7. Staging and stocking of materials shall be coordinated with the Construction Manager's Superintendent. Deliveries must be scheduled to coincide with the installation of the work. No long-term on-site storage is provided.
 - a. Subcontractor to coordinate and plan material/product delivery to coincide with schedule and flow of the work. Materials on-hand will be limited to 3-5 days of work.
 - b. Materials shall be staged /bundled/organized off-site to the greatest extent possible to be delivered and staged into the current work areas. Appropriate "buffers" of material will be managed to ensure workflow is not interrupted.
 - c. Subcontractor will coordinate its work and obtain Contractor's Superintendent's prior approval of subcontractor's schedule for delivery, installation and/or placement of its materials, equipment, and crew shacks at the jobsite.
 8. Subcontractor is responsible for protection of their open trenches, holes, etc. in order to maintain a safe operation. At the end of each shift, hole or trench protection shall consist of either covers secured in place or fence panels protecting all sides of open trenches. In roadways and drives, open trenches shall be covered with road plates secured in place.
 9. Subcontractor is responsible for any and all task lighting necessary to perform their work.
 10. Subcontractor is responsible for daily cleanup and will get their debris into the appropriate dumpster. Daily cleanup is defined as leaving work area neat and orderly and broom swept at the end of each shift. Subcontractor shall remove from the jobsite and properly dispose of any hazardous materials generated by this Subcontractor's operations.
 - d. Work shall be carried out to eliminate or minimize to the greatest extent possible drops/cuts, debris, excess material, packaging, etc. from hitting the floor – Clean as you go.
 - e. Housekeeping methods will be specified within the Job Hazard Analysis (JHA) and Pre- Task Plan (PTP).
 11. Divert waste from the landfill in compliance with Construction Waste Management and Disposal.
 12. Subcontractor compliance with Construction Waste Plan will include depositing construction waste in designated material dumpster and clean up if contaminating dumpster with non-waste material.
 13. Replace / repair any areas damaged during this Subcontractor's scope of work that are outside the construction limits established by CDI.
 14. Restore to existing conditions all areas disturbed by this Subcontractor.
 15. It is this subcontractor's requirement to call one-call for all utility location within your scope of work.
 16. Furnish, install, remove, relocate, and reinstall fencing or barricades as necessary to access Subcontractor's work areas.
 17. CDI will facilitate the installation of silt fencing by others. In the event damage by this subcontractor occurs to the silt fencing in place, CDI will install new at the expense of this subcontractor through back-charge.
 18. Comply with any AHJ hauling and utility ordinance.
 19. Includes flagging and traffic control as required for these operations in accordance with OSHA and City of Russellville standards.
 20. Keep the roadway clear of dirt and debris from Subcontractor's own activities. This includes washing of tires as needed and directed.
 21. Temporary power will be available for small tools but will not support electric welders or heaters. All welding and heating shall be done by fuel-powered equipment provided by this Subcontractor. When utilizing electric power, this Subcontractor will be responsible for meeting OSHA requirements.
 22. All truck and equipment traffic will be restricted to the immediate construction area.
 23. Parking will not be provided by CDI Contractors. It will be the responsibility of all subcontractors to provide parking and shuttles for their employee's.

24. Use of personal vehicles on the project site is prohibited. Only vehicles which are (1) owned or leased by subcontractors, sub-subcontractors, or suppliers, (2) are necessary to the work, and: (3) are identified as commercial vehicles will be allowed access into the construction area.

GENERAL NOTES

1. This Subcontractor, by submitting a bid, is acknowledging that they have read and, if they are successful bidder, agree to enter into a contract with CDI Contractors, LLC according to the terms and conditions of the CDI Contractors, LLC Subcontract Agreement, complete with its insurance and safety requirements.
2. This Subcontractor will provide sufficient manpower to meet the project schedule, including any overtime required to maintain the project schedule, at no additional charge unless the necessity for overtime is caused by others failing to maintain their project schedule through no fault of this Subcontractor or circumstances beyond control (such as “acts of God”). Includes phasing as required.
3. All Subcontractors shall comply with the requirements of the General Conditions and Division 01 “General Requirements” as contained in the Specifications.
4. If any Bidder wishes to substitute equipment or materials, which is believed to be equal to those specified, the Bidder shall make a request in writing to CDI for approval of such substitute equipment or materials at least seven (7) calendar days prior to the bid date. In proposing items for consideration, Bidder assumes all risk, costs, coordination with other trades, cost associated with other trades if substitution impacts their scope of work, and responsibility for item’s final acceptance, compliance with the Bidding Documents and Contract Documents, integration into the Work, and performance.
5. Compute Request for Changes in work by the additions or deductions as follows:
For work performed by Subcontractors:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
W.C. Insurance Premium and FICA Tax	d
<u>Subtotal</u>	<u>a+b+c+d</u>
Overhead and Profit, 15% (max.) x (a+b+c+d)	e
6. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
7. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, sex or national origin.

EXCLUSIONS

1. Concrete Retaining Walls
2. Haul-Off Topsoil and Spoils

BASE BID

All prices quoted represent the entire cost of the project in accordance with the bidding documents, and bidder acknowledges that no subsequent claim will be recognized for any increase in wage scales, material prices, cost or any other rates affecting the construction industry and/or this project.

PRICING BREAKDOWN

- | | | |
|----|-------------------|----------|
| 1. | Retaining Wall #1 | \$ _____ |
| 2. | Retaining Wall #2 | \$ _____ |
| 3. | Retaining Wall #3 | \$ _____ |
| 4. | Retaining Wall #4 | \$ _____ |
| 5. | Retaining Wall #5 | \$ _____ |

BASE BID (including sales tax): \$ _____

ALTERNATE PRICES

- | | | |
|----|--|----------|
| 1. | Payment & Performance Bond | \$ _____ |
| 2. | ADD ALTERNATE No. 1: Add filter fabric between reinforced backfill and drainage aggregate for each segmented retaining wall. | \$ _____ |

Voluntary Alternates in addition to those listed above are welcome and may be used in assessing the low qualified bidder. Detailed submittal information and compliance with Division 0 and 1 Alternates specifications must be issued along with the Bid Form for any alternates to be considered.

- | | | |
|----|-----------------------|----------|
| 3. | Bidder defined: _____ | \$ _____ |
| 4. | Bidder defined: _____ | \$ _____ |

ADDENDA AND PRE-BID RFI ACKNOWLEDGEMENT

List addenda and pre-bid RFI's seen and acknowledged in the BASE BID:

UNIT PRICES

Provide the following unit prices on the Bid Form. This subcontract will be a fixed lump sum subcontract agreement. For revisions to the scope of the project and/or revisions to the contract documents, the lump sum subcontract amount would be adjusted by change order at the unit prices issued below:

- | | | |
|----|--|-------------|
| 1. | Furnish and install of fence/railing sleeves | \$ _____/EA |
|----|--|-------------|

CONFIRMATION OF SUBMISSIONS:

- Bidder has included completed Bid Form
- Bidder has included completed Subcontractor Prequalification Form
- Bidder has included a Submission of Qualifications
(as defined in Instructions to Bidders)

DISADVANTAGED BUSINESS DESIGNATION

Please check the applicable box:

MBE SDV DBE SBA WBE

ADMINISTRATION OF CONTRACTS

The undersigned, in submitting this document, agrees that if he is the successful Bidder, he or she will enter into a contract with CDI Contractors, LLC according to the terms and conditions of the standard CDI Contractors, LLC. Subcontract Agreement. In addition, the undersigned agrees that this bid may not be withdrawn for a period of sixty (60) days after the bid issuance.

Respectfully submitted:

Firm

Bidder Contact Name & Title (printed)

Bidder Contact Signature

Mailing Address

Street Address

Telephone

Fax No.

Bidder Contact e-mail

Arkansas Contractor's License No. _____

Federal I.D. No. or SS # _____ – _____

Date of Bid _____

BID PACKAGE 2-33A – BID FORM LEGENDS RESORT & CASINO

SITE UTILITIES SCOPE

Submitted by:

Name / Company / Date

SUBMIT TO: SiteUti.9lutswce5ox7dgxw@u.box.com

The following Documents constitute the basis for the work:

- **100% CD Progress Plans** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Drawings** as prepared by Garver, LLC dated August 7, 2023.
- **100% CD Progress Project Manual** as prepared by HBG Design dated July 25, 2023.
- **Civil Package Permit Set Specifications Manual** as prepared by Garver, LLC dated May 17, 2023.
- **Preliminary Storm Drainage Calculations Report** as prepared by Garver, LLC dated May 17, 2023.
- **Geotechnical Report and Geotechnical Report Addendum 1** as prepared by Building & Earth dated August 19, 2022 and March 17, 2023 respectively.
- **CDI Project Supplemental Instructions** (Inclusive of sample Subcontract and Purchase Order Agreements and samples of associated Exhibit detail).

THE SCOPE OF WORK FOR THIS CONTRACT SHALL BE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS:

INCLUDING BUT NOT LIMITED TO:

1. All Division 00 and 01 specifications, the following specification sections, and all other related documents:
 - Section 31 10 01 – Project Soils Report and Logs
 - Section 31 20 00 – Earth Moving
 - Section 31 23 19 – Dewatering
 - Section 33 05 00 – Common Work Results for Utilities
 - Section 33 05 01 – Water Distribution
 - Section 33 05 02 – Sanitary Sewage
 - Section 33 05 03 – Natural Gas Distribution
 - Section 33 41 00 – Storm Utility Drainage Piping
 - Section 33 46 17 – Landscape Drainage
2. Provide all submittals, shop drawings, product data, samples, mock-ups, certificates, and warranties as required by the Contract Documents. The items will be submitted for approval in a timely manner as required to adhere to the project schedule. Shop drawings & product data are to be submitted electronically in PDF format.
3. In addition to the required standard parts and labor one (1) year warranty for all items furnished and installed under this scope, provide extended product specific warranties as specified. All warranties are to commence on date of substantial completion.
4. Subcontractor is responsible for all testing, lab reports and material certifications required by the Contract Documents.

5. Subcontractors are responsible for including all sales tax (city, county, and state) required per local code.
6. Subcontractors are responsible for maintaining license to work within the project jurisdiction.
7. Includes all startup, demonstration, training, and documentation for work under this scope.
8. Furnish all hoisting, lifts, scaffolds, and equipment necessary to perform the scope of work under this Agreement. CDI will be providing a general use crane or material/personnel hoist for this project. No labor or equipment will be provided by CDI for the purpose of loading, unloading or setting of materials or equipment other than the Tower Crane.
9. All Subcontractor's wishing to use the project tower crane for hoisting will be required to:
 - Furnish a qualified and experienced signal person, "flagger," to direct the operator and load.
 - Furnish qualified and experienced riggers to rig the equipment or material being hoisted.
 - Furnish their own rigging such as chokers and spreaders.
 - Submission of a weekly hoisting plan for review.
 - Attendance in daily huddles to confirm hoisting plan.
 - Structural Concrete will have 1st priority on Tower Crane usage.
10. Subcontractor shall be responsible for all notes and details pertaining to their scope of work, regardless of what area of the plans the notes are included.
11. Each prime contractor will require its Superintendent and Sub-Tier Superintendents to provide and use an iPad for BIM360 Management on site (for daily use to facilitate drawing review, inspections, work completion, punch list items, etc.).
12. As-built drawings must be maintained onsite during construction and issued within two (2) weeks upon completion of the work.
13. If the Subcontractor wishes to substitute equipment or materials, which is believed to be equal to those specified, the Subcontractor shall make a request in writing to CDI for approval of such substitute equipment or materials. In proposing items for consideration, the Subcontractor assumes all risks, costs, coordination with other trades, costs associated with other trades if substitution impacts their scope of work, and responsibility for the item's final acceptance, compliance with the Contract Documents, integration into the Work, and performance.
14. Scheduling – The Project Team may elect to implement scheduling software that is focused on developing project coordination with all trades through a commitment-based planning process. Subcontractor acknowledges that the project schedule will be fully developed via a collaborative collaboration process known as the Last Planner scheduling method. Contractor shall participate and agrees to attend as required at scheduling meetings including daily standup coordination huddles.
15. Sustainable and LEED specific submittals to include required cost data.
16. Pre-installation meetings as specified or required.
17. Provide owner training, Operation & Maintenance manuals, and attic stock as specified or required.
18. Multiple mobilizations as required to adhere to project schedule.
19. Includes phasing or workflow as required by CDI Project Schedule.
20. Shift work as required. Tower crane availability and shift time will be as directed and coordinated by CDI.
21. Provide all tools required to complete this scope of work.
22. Compliance with all rules, regulations, and requirements of local, state, and federal authorities.
23. Use best construction practices as it relates to this subcontractor's scope if specific requirements are not indicated on the contract documents.

SCOPE OF WORK

1. Provide all work associated with underground site domestic water piping and specialties to include, but not limited to, the following in accordance with the contract documents:

- a. Piping, Joints, Fittings, Bends, Tees, Tapping Sleeves, Insulation, Adhesives, Valves, Boxes, Reducers, Etc. for All Mains, Branches, & Connections
 - b. Post Indicator Valves, RPZ's, Water Meters, Water Meter Setters, Vaults, Etc.
 - c. Yard & Fire Hydrants
 - d. Connections to Existing Underground Water Main South of Hob Nob Road
 - e. Below-Grade Capped Termination Points 5'-0" From Building for Plumbing Connections Including Temporary Markings
 - f. All Trenching, Backfill, and Compaction of Trenches Associated with Scope of Work
2. Provide all work associated with underground site sanitary sewer piping and specialties to include, but not limited to, the following in accordance with the contract documents:
- a. Piping, Joints, Fittings, Bends, Tees, Insulation, Adhesives, Valves, Boxes, Reducers, Etc. for All Mains, Branches, & Connections
 - b. Maintenance Manholes & Covers
 - c. Air Relief Vents
 - d. Tie-Ins With Grease Interceptors Furnished and Installed By Others.
 - e. Tie-In With Existing Sanitary Sewer Lift Station Shown on Sheet C-113.
 - f. Below-Grade Capped Termination Points 5'-0" From Building or Below-Grade Equipment for Plumbing Connections Including Temporary Markings
 - g. Temporary septic system taps and pumps for the temporary site construction trailers as shown in CDI's site logistics and stage plan exhibit.
 - h. New underground sanitary sewer connection from the site to the existing sewer pump station as indicated on sheet C-111 and C-113. This includes coordination of Hob Nob Road's reconstruction and all associated trenching and tie-in activities to connect the new sanitary sewer line to the existing pump station.
 - i. All Trenching, Backfill, and Compaction of Trenches Associated with Scope of Work
3. Provide all work associated with the new underground water service piping for the fire protection system and fire services including, but not limited to:
- a. Piping, Joints, Fittings, Bends, Tees, Insulation, Adhesives, Valves, Boxes, Reducers, Etc. for All Mains, Branches, & Connections
 - b. FDC Assemblies
 - c. Post Indicator Valves
 - d. Below-Grade Capped Termination Points 5'-0" From Building for Fire Protection System Connections Including Temporary Markings
 - e. Coordination of Fire Line & FDC Installation With Fire Suppression Contractor
 - f. All Trenching, Backfill, and Compaction of Trenches Associated with Scope of Work
4. Provide all work associated with the PVC piping portion of the storm drainage system complete with structures to include, but not limited to, the following in accordance with the contract documents:
- a. Piping, Joints, Fittings, Bends, Tees, Insulation, Adhesives, Valves, Boxes, Reducers, Etc. for All Mains, Branches, & Connections
 - b. Structures
 - c. Terminations & Temporary Markings for Coordination With Other Trades
 - d. Connections With RCP Storm Drainage Piping
 - e. Tie-Ins With Sand Interceptors Furnished By Others
 - f. Temporary area drain for the temporary site construction trailers site with underground PVC piping to connect to nearest storm drainage tie-in.
 - g. Coordinate the PVC storm drainage piping layout with the main building storm drainage, main building roof drainage, employee canopy storm drainage, and pool building storm drainage layouts with CDI Contractors, mechanical contractor, and roof contractor prior to final installation of PVC storm drainage. All piping terminations at mechanical contractor's storm drainage connection point shall be capped and located under grade.
 - h. Provide temporary markers locating each PVC pipe termination for the mechanical contractor's piping connections.
 - i. Provide all final connections as it transitions from the PVC storm drainage piping done by contractor to the RCP storm drainage piping done by the earthwork contractor. Site utility

- contractor is responsible for all miscellaneous accessories and fittings necessary to complete the storm drainage piping tie-ins.
- j. All Trenching, Backfill, and Compaction of Trenches Associated with Scope of Work
 5. Provide all work associated with irrigation sleeves to include, but not limited to, the following in accordance with the contract documents:
 - a. Class 200 PVC Piping Material With Solvent-Weld Joints
 - b. All Sleeve Locations Required Over Hardscaping Such as Roadways, Parking Lots, Sidewalks, Concrete Slabs, Etc. per Sheets L-4000 – L-4400
 - c. All Trenching, Backfill, and Compaction of Trenches Associated with Scope of Work
 6. Provide all planning, logistics, and coordination requirements for protecting and maintaining the following in accordance with the contract documents:
 - a. Existing Underground Utilities
 - b. Existing Underground UTP Cabling
 - c. Existing Overhead Electrical
 - d. Existing Pump Station & Access Service Road
 7. Provide coordination with CDI Contractors and earthwork contractor regarding the scheduling and phasing of the site utility scope of work such as tie-ins with existing mains and pump stations adjacent or across Hob Nob Road.
 8. Provide coordination with CDI Contractors in locating all existing underground utilities and cabling. Provide temporary markings for all locations uncovered on-site and as-builts for CDI's records.
 9. Maintain the existing access road to the existing pump station and protecting the existing pump station shown on sheets C-004 and C-013.
 10. Coordinate all site utility and storm drainage scopes of work with CDI Contractors and earthwork contractor to avoid unnecessary deep excavation.
 11. Coordinate the final locations and grade elevations of the new grease interceptors, sand interceptors, and all associated and/or adjacent below-grade piping with CDI Contractors and the mechanical contractor in accordance with the issued civil drawings and issued plumbing drawings.
 12. Coordinate all underground domestic water, gas, fire line, chilled water, and sanitary sewer layouts shown on the issued civil drawings with their corresponding locations leaving the building per issued plumbing and mechanical drawings.
 13. Coordinate the scheduling of site inspections with CDI Contractors and Legends/CNE on each section of storm drain piping in accordance with the contract documents. All buried utility piping will be checked by a 3rd party for proper burial depth. Piping found to be out of conformance will be brought into conformance at no additional cost.
 14. Coordinate all site activities with CDI Contractors and other trades including earthwork, RCP storm drainage, asphalt paving, site concrete, segmented retaining wall, drilled piers, tower crane, pool, water fountain, plumbing, mechanical, electrical, fire protection, low-voltage, fences, landscaping, irrigation, etc.

SAFETY & SITE LOGISTICS

1. During excavation operations, all slopes will be maintained in accordance with OSHA regulations in a continuous manner until completion of this Subcontractor's scope of work. (Trench safety 29 CFR 1926 subpart P).
2. Subcontractor shall require their employees to attend CDI Contractors Jobsite Safety Orientation prior to working on site. Upon completion of orientation, all employees working on-site are required to display verification that orientation was completed.
3. Perform, review and document Job Hazard Analysis (JHA's) for all work and with all employees daily.
4. Provide 100% fall protection for all work over 6'.
5. Furnish install and maintain all safety measures necessary to comply with OSHA requirements, Owner requirements, and the requirements of the Construction Manager's safety program. This

- protection shall be maintained by the Subcontractor until the area is turned over to the construction manager for use by other trades.
6. Subcontractor is responsible for unloading their own materials and deliveries. All materials are to be delivered F.O.B. jobsite to each location as scheduled with the project superintendent.
 7. Staging and stocking of materials shall be coordinated with the Construction Manager's Superintendent. Deliveries must be scheduled to coincide with the installation of the work. No long-term on-site storage is provided.
 - a. Subcontractor to coordinate and plan material/product delivery to coincide with schedule and flow of the work. Materials on-hand will be limited to 3-5 days of work.
 - b. Materials shall be staged /bundled/organized off-site to the greatest extent possible to be delivered and staged into the current work areas. Appropriate "buffers" of material will be managed to ensure workflow is not interrupted.
 - c. Subcontractor will coordinate its work and obtain Contractor's Superintendent's prior approval of subcontractor's schedule for delivery, installation and/or placement of its materials, equipment, and crew shacks at the jobsite.
 8. Subcontractor is responsible for protection of their open trenches, holes, etc. in order to maintain a safe operation. At the end of each shift, hole or trench protection shall consist of either covers secured in place or fence panels protecting all sides of open trenches. In roadways and drives, open trenches shall be covered with road plates secured in place.
 9. Subcontractor is responsible for any and all task lighting necessary to perform their work.
 10. Subcontractor is responsible for daily cleanup and will get their debris into the appropriate dumpster. Daily cleanup is defined as leaving work area neat and orderly and broom swept at the end of each shift. Subcontractor shall remove from the jobsite and properly dispose of any hazardous materials generated by this Subcontractor's operations.
 - d. Work shall be carried out to eliminate or minimize to the greatest extent possible drops/cuts, debris, excess material, packaging, etc. from hitting the floor – Clean as you go.
 - e. Housekeeping methods will be specified within the Job Hazard Analysis (JHA) and Pre- Task Plan (PTP).
 11. Divert waste from the landfill in compliance with Construction Waste Management and Disposal.
 12. Subcontractor compliance with Construction Waste Plan will include depositing construction waste in designated material dumpster and clean up if contaminating dumpster with non-waste material.
 13. Replace / repair any areas damaged during this Subcontractor's scope of work that are outside the construction limits established by CDI.
 14. Restore to existing conditions all areas disturbed by this Subcontractor.
 15. It is this subcontractor's requirement to call one-call for all utility location within your scope of work.
 16. Furnish, install, remove, relocate, and reinstall fencing or barricades as necessary to access Subcontractor's work areas.
 17. CDI will facilitate the installation of silt fencing by others. In the event damage by this subcontractor occurs to the silt fencing in place, CDI will install new at the expense of this subcontractor through back-charge.
 18. Comply with any AHJ hauling and utility ordinance.
 19. Includes flagging and traffic control as required for these operations in accordance with OSHA and City of Russellville standards.
 20. Keep the roadway clear of dirt and debris from Subcontractor's own activities. This includes washing of tires as needed and directed.
 21. Temporary power will be available for small tools but will not support electric welders or heaters. All welding and heating shall be done by fuel-powered equipment provided by this Subcontractor. When utilizing electric power, this Subcontractor will be responsible for meeting OSHA requirements.
 22. All truck and equipment traffic will be restricted to the immediate construction area.
 23. Parking will not be provided by CDI Contractors. It will be the responsibility of all subcontractors to provide parking and shuttles for their employee's.

24. Use of personal vehicles on the project site is prohibited. Only vehicles which are (1) owned or leased by subcontractors, sub-subcontractors, or suppliers, (2) are necessary to the work, and: (3) are identified as commercial vehicles will be allowed access into the construction area.

GENERAL NOTES

1. This Subcontractor, by submitting a bid, is acknowledging that they have read and, if they are successful bidder, agree to enter into a contract with CDI Contractors, LLC according to the terms and conditions of the CDI Contractors, LLC Subcontract Agreement, complete with its insurance and safety requirements.
2. This Subcontractor will provide sufficient manpower to meet the project schedule, including any overtime required to maintain the project schedule, at no additional charge unless the necessity for overtime is caused by others failing to maintain their project schedule through no fault of this Subcontractor or circumstances beyond control (such as “acts of God”). Includes phasing as required.
3. All Subcontractors shall comply with the requirements of the General Conditions and Division 01 “General Requirements” as contained in the Specifications.
4. If any Bidder wishes to substitute equipment or materials, which is believed to be equal to those specified, the Bidder shall make a request in writing to CDI for approval of such substitute equipment or materials at least seven (7) calendar days prior to the bid date. In proposing items for consideration, Bidder assumes all risk, costs, coordination with other trades, cost associated with other trades if substitution impacts their scope of work, and responsibility for item’s final acceptance, compliance with the Bidding Documents and Contract Documents, integration into the Work, and performance.
5. Compute Request for Changes in work by the additions or deductions as follows:

For work performed by Subcontractors:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
W.C. Insurance Premium and FICA Tax	d
<u>Subtotal</u>	<u>a+b+c+d</u>
Overhead and Profit, 12% (max.) x (a+b+c+d)	e

6. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
7. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, sex or national origin.

EXCLUSIONS

1. Earthwork & Concrete Scope of Work
2. RCP Storm Drainage Piping

3. Electrical & Telecom Scope of Work
4. Underground MEP Piping Within 5'-0" of Main Building
5. Deep Perforated PVC Drain Piping at North Side of Site
6. Underground Domestic Water Piping from Mechanical Yard to Main Building
7. Underground Chilled Water Piping

BASE BID

All prices quoted represent the entire cost of the project in accordance with the bidding documents, and bidder acknowledges that no subsequent claim will be recognized for any increase in wage scales, material prices, cost or any other rates affecting the construction industry and/or this project.

PRICING BREAKDOWN

- | | | |
|----|--|----------|
| 1. | UG Domestic Water Piping & Specialties – Primary Site | \$ _____ |
| 2. | UG Domestic Water Piping & Specialties – RV Park | \$ _____ |
| 3. | UG Sanitary Sewer Piping & Specialties – Primary Site | \$ _____ |
| 4. | UG Sanitary Sewer Piping & Specialties – RV Park | \$ _____ |
| 5. | UG Sanitary Sewer Piping & Specialties – South of Hob Nob Road | \$ _____ |
| 6. | UG Fire Line Piping & Specialties – Primary Site | \$ _____ |
| 7. | UG PVC Storm Drainage Piping & Specialties – Primary Site | \$ _____ |

BASE BID (including sales tax): \$ _____

ALTERNATE PRICES

1. Payment & Performance Bond \$ _____
2. ADD ALTERNATE No. 1: Provide a proposed allowance to perform the underground water service piping for fire protection scope of work as indicated in scope of work section 4 but terminate the piping at 1'-0" above the finished floor at the fire pump riser room entry in lieu of the 5'-0" from the building. \$ _____
3. ADD ALTERNATE No. 2: Provide a proposed allowance to add the underground gas piping from the new gas meter location furnished and installed by the local gas utility company up to 5'-0" from the main building, pool equipment building, and mechanical yard. This includes all class 350 ductile iron materials, joints, fittings, tees, valves and boxes, reducers, regulators, etc. as required per the contract documents. This proposed allowance excludes any taps from the existing gas main to be done by others. This proposed allowance also excludes gas piping scope of work from the mechanical yard to the main building. \$ _____
4. ADD ALTERNATE No. 3: Provide a \$2,000.00 per day allowance for ten days for 3rd party soft digging & hydrovac activities. This also includes any miscellaneous shoring requirements

necessary to furnishing and install new site utilities below existing utilities per sheets C-201, C-202, C-203, etc. \$ _____

Voluntary Alternates in addition to those listed above are welcome and may be used in assessing the low qualified bidder. Detailed submittal information and compliance with Division 0 and 1 Alternates specifications must be issued along with the Bid Form for any alternates to be considered.

5. Bidder defined: _____ \$ _____

6. Bidder defined: _____ \$ _____

ADDENDA AND PRE-BID RFI ACKNOWLEDGEMENT

List addenda and pre-bid RFI's seen and acknowledged in the BASE BID:

UNIT PRICES

Provide the following unit prices on the Bid Form. This subcontract will be a fixed lump sum subcontract agreement. For revisions to the scope of the project and/or revisions to the contract documents, the lump sum subcontract amount would be adjusted by change order at the unit prices issued below:

1. [TBD]

CONFIRMATION OF SUBMISSIONS:

- Bidder has included completed Bid Form
- Bidder has included completed Subcontractor Prequalification Form
- Bidder has included a Submission of Qualifications
(as defined in Instructions to Bidders)

DISADVANTAGED BUSINESS DESIGNATION

Please check the applicable box:

MBE SDV DBE SBA WBE

ADMINISTRATION OF CONTRACTS

The undersigned, in submitting this document, agrees that if he is the successful Bidder, he or she will enter into a contract with CDI Contractors, LLC according to the terms and conditions of the standard CDI Contractors, LLC. Subcontract Agreement. In addition, the undersigned agrees that this bid may not be withdrawn for a period of sixty (60) days after the bid issuance.

Respectfully submitted:

Firm

Bidder Contact Name & Title (printed)



Job #: TBD

Bidder Contact Signature

Mailing Address

Street Address

Telephone

Fax No.

Bidder Contact e-mail

Arkansas Contractor's License No. _____

Federal I.D. No. or SS # _____ - _____

Date of Bid _____

SUBCONTRACTOR PREQUALIFICATION FORM



CDI CONTRACTORS, LLC

PREQUALIFICATION STATEMENT

GENERAL INFORMATION

Company Name: _____

Federal Tax ID No.: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

E-Mail Address: _____ Website Address: _____

Contact Name: _____ Title: _____

List Business Owners and Key Officers:

<u>Name</u>	<u>Years in Position</u>	<u>Position</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

How Many Years Has Your Firm Been In Business? _____

Organized As a (Check One):

Corporation in the State of _____ Partnership Joint Venture Sole Proprietorship

LLC Other: _____

MBE WBE DBE SBE HUB ZONE

Certification Agency: _____

Certification #: _____



Does Your Firm Operate Under Any Other Name?

Yes No (If yes, explain)

Name: _____

Federal ID Number: _____

Address: _____

Comments: _____

List the work this company normally performs with its own forces: _____

List the work your company normally subcontracts: _____

Dollar range interested in bidding: Low \$ _____ High \$ _____

Describe geographic areas in which interested in bidding: _____

Is your company union, open shop or both? _____

Explain your criteria for selecting lower tier subcontractors to perform work for your company: _____

List the labor organizations with which this company is signatory, if any: _____

List all contractor licenses and corresponding license numbers that your company holds: _____

Has any contractor license held by your company ever been suspended, denied or revoked? (if yes, explain) _____



Has your company ever been disbarred or precluded from public work? (if yes, explain) _____

What is the total number of employees currently employed by your firm? _____

How many of these employees are management/administrative? _____

FINANCIAL INFORMATION

Contact Name (financial) _____ Telephone: _____

Bank References:

<u>Name of Bank</u>	<u>Bank Officer</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____

Line of Credit: _____ Unused Line of Credit: _____ Expiration Date: _____

Provide letter of reference from bank officer (line of credit, basis extended, how much unsecured and secured, what security required, overall banking relationship, and years of relationship).

Dunn and Bradstreet Number: _____ **Rating:** _____

Please provide a current Dunn and Bradstreet Report on your company.

Are you part of a Consolidated Group?

Yes No

Company Name: _____ Years in Business: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Telephone: _____ Fax: _____



Has your firm or any affiliated firm or any of its owners, officers or principals ever petitioned for bankruptcy? Yes No *(if yes, explain)*

Has your firm or any other organization with which your owners, officers or principals were involved during the past 5 years, ever failed to complete any work awarded or been terminated for cause? Yes No *(if yes, explain)*

Are there any judgments, claims, arbitration proceedings, or suits pending/outstanding against your firm or its owners, officers or principals? Yes No *(if yes, explain)*

Has your firm filed or been the subject of any lawsuits or requested arbitration or mediation with regard to construction contracts within the last three years? Yes
No *(if yes, explain)*



Owner, General Contractor, Subcontractor and Supplier References: (minimum two (2) each)

OWNERS:

Name of Company

Contact

Phone Number

GENERAL CONTRACTORS:

Name of Company

Contact

Phone Number

SUBCONTRACTORS:

Name of Company

Contact

Phone Number

SUPPLIERS:

Name of Company

Contact

Phone Number

Bonding Agent: _____

Contact: _____ Telephone: _____

Surety: _____

Contact: _____ Telephone: _____

Subcontractor Single Project Limit: _____ Subcontractor Aggregate Limit: _____

Subcontractor Current available capacity: _____ Number of years with current surety: _____

Provide list of prior sureties if with current surety for less than two (2) years:



Has your firm or any affiliated firm ever had your work completed or supported by a surety? (if yes, explain)

Provide letter of good standing from surety (years of relationship, largest bond, total bonding capacity)

Provide your annual revenue volume over the past three years and estimate the percent of volume bonded:

Year _____ \$ _____ _____ _____ % bonded	Year _____ \$ _____ _____ _____ % bonded	Year _____ \$ _____ _____ _____ % bonded
---	---	---

List the projects currently being constructed:

Project/Location	Contract Amount	Start Date	Bonded Yes/No	% Complete	Owner/General Contractor



List major projects completed in the last five (5) years:

Project/Location	Contract Amount	Start Date	Bonded Yes/No	Owner/General Contractor

SAFETY AND HEALTH INFORMATION

Contact Name (safety): _____ Telephone: _____

Experience Modification Rating last 3 years: Year _____ Rate _____ /Year Rate _____ /Year Rate _____ /Year Rate _____
 OSHA Recordable Incidence Rates last 3 years: Year _____ Rate _____ /Year Rate _____ /Year Rate _____

Have you incurred any work-related fatalities within the past 3 years? Yes
 No (if yes, please detail below for each fatality):

Date and citation issued (if any): _____

Has your company received an OSHA citation within the past three (3) years for items other than those listed above? Yes No Number of citations: _____

Type and severity of citations:



Has your company received an environmental citation or notice of violation within the last three (3) years? Yes No *(if yes, provide the following information:*

Issuing Agency(s): _____

Describe: _____

By executing below, I am acknowledging that CDI, LLC and the owner will be relying upon the accuracy of this above information to assist them in determining whether any organization can be selected bidder for individual work categories or combined work categories as established in the bid documents.

I understand the questions above and have answered truthfully and to the best of my knowledge.

Name _____
(Type or Print)

Title _____
(Must be an owner or officer of the company)

Signature _____

Date: _____



SUBCONTRACT AGREEMENT SAMPLE

SUBCONTRACT AGREEMENT

Subcontract Location: _____ Subcontract No.: _____
For: _____ Reference No.: _____
Subcontract Date: _____

Between **CDI Contractors, LLC**, (also referred to as "CDI") and:
_____ hereinafter "Subcontractor".

Attn: _____ Phone: _____
E-mail Address: _____
Address: _____
Amount: _____

Vendor No. _____ Con Lic. _____ Federal ID No _____
CDI on the _____ either entered into a Contract or plans to enter into a contract (hereinafter "Contract") with:
_____ (hereinafter "Owner").

Wherein said CDI agreed to fully and faithfully perform all the labor and furnish all the material for the complete construction of:
_____ (hereinafter "Project") in accordance with
plans, drawings, specifications, and addenda in the Contract and requires Substantial Completion of the Entire Project on or before
_____ which requires the Subcontractor to complete the Work, herein defined, in accordance with the Project
Schedule attached hereto as _____ and the scheduling requirements contained in Article 2 of this Subcontract Agreement
("Subcontract").

CDI hereby subcontracts to the Subcontractor the furnishing of all labor, material, insurance, taxes, equipment, scaffolding,
hoisting, hoisting equipment, supervision, permits, fees, etc., required for the following portion or subdivision of the completion of
said Project, hereinafter referred to as the "Work," to-wit:

For _____ in accordance with the Contract Documents defined in _____

I. SUBCONTRACT AMOUNT:

1

TOTAL SUBCONTRACT AMOUNT _____

SCOPE:

See Exhibit "1"

CDI Project Manager: _____ Office Phone: _____
E-mail Address: _____
CDI Project Superintendent: _____ Job Phone: _____
E-mail Address: _____
For truck material delivery address, use: _____
(This is not a mailing address.) _____

IN CONSIDERATION WHEREOF, it is agreed, by and between said CDI and Subcontractor, that Subcontractor will fully and faithfully perform all labor and furnish all material aforesaid necessary to be used in the completion of the above-mentioned Work at Subcontractor's cost and expense, in accordance with, and reasonably inferable from, the plans, drawings, specifications and addenda aforesaid listed in _____ as prepared by ("Architect"), and in accordance with the Contract between CDI and Owner. Subcontractor shall be bound to CDI by the terms of the Contract Documents, herein defined, and assume toward CDI all of the obligations and responsibilities of CDI toward Owner with respect to the Work.

ARTICLE 1
CONTRACT DOCUMENTS

1.1 **CONTRACT DOCUMENTS:** The "Contract Documents" consist of this Subcontract, Exhibits to this Subcontract, the Contract between owner and CDI, Conditions of the Contract between owner and CDI (General, Supplementary and other Conditions), including but not limited to all drawings, plans, specifications and addenda to each, issued prior to the execution of either contract, respectively, and all modifications issued subsequent to the execution of either contract, respectively, all of which are hereby incorporated herein for all purposes by this reference and made a part of this Subcontract. A list of the items comprising the Contract Documents as of the date of the execution of this Subcontract is attached hereto as _____. Within a reasonable time, after written request received from Subcontractor, CDI shall make available for inspection and copying, at Subcontractor's expense, all Contract Documents.

1.2 **ASSIGNMENT TO OWNER:** If required by the Contract Documents, Subcontractor agrees that the Work and this Subcontract may be assigned by CDI to Owner according to the terms of the Contract Documents.

1.3 **GENERAL AND SUPPLEMENTARY CONDITIONS:** The Subcontractor shall comply with the requirements of the General Conditions, Supplementary General Conditions, and Division 1 - "General Requirements" as contained in the Specifications.

1.4 Any preprinted terms or conditions contained in proposals, quotations, bids, etc. of subcontractor are hereby null and void, unless repeated in this Subcontract Agreement.

1.5 Exclusions or qualifications contained in proposals, quotations, bids, etc. of Subcontractor are hereby null and void, unless repeated in this Subcontract Agreement.

ARTICLE 2
SUBMITTALS, WORK SCHEDULE, COMMENCEMENT, AND COMPLETION

2.1 **SUBMITTAL REQUIREMENTS:** Submittals, in accordance with specifications, are to be provided in the following quantities and in a timely fashion as required pursuant to the Project Schedule.

Product Data	_____	Shop Drawings	_____
Samples	_____	Other	_____

If submittals cannot be provided within fifteen (15) days of the Subcontract Date, please advise immediately in writing. Subcontractor's field personnel shall maintain an up-to-date set of as-built documents, incorporating all contractual revisions and field changes to their work. All closeout documents, in accordance with specifications, are to be kept up to date as required and provided upon completion of the Work authorized herein. Submittals, closeout documents, and communications regarding same should be directed to:

Name: _____ Telephone: _____
Email: _____

2.1.1 **VISUAL INSPECTION:** Subcontractor acknowledges that it has visited the Project site and visually inspected both the general and specific local conditions, including but not limited to the availability of skilled labor and/or worksite conditions, which could affect the Work in any form or fashion whatsoever. Any failure of Subcontractor to reasonably ascertain from a visual inspection of the Project site the general and specific local conditions which could affect the Work will not relieve Subcontractor from its responsibility to properly complete the Work without additional expense to the CDI or Owner.

2.1.2 **APPROVAL OF SUBMITTALS:** Subcontractor acknowledges that it has reviewed the Contract Documents, including but not limited to the plans, specifications, and addenda. The approval of any Subcontractor's submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents, unless approved pursuant to Article 12.

2.1.3 **DESIGN ERRORS OR OMISSIONS:** Any design errors or omissions noted by the Subcontractor shall be reported promptly to CDI in writing and in no event after the time required in the Contract Documents.

2.2.1 **WORK SCHEDULE:** Subcontractor shall commence the Work under this Subcontract as directed by CDI. Routing of all materials to the Project site is subject to designation and control of CDI. It shall be the responsibility of Subcontractor to check with the CDI Job Superintendent for scheduling, delivery of material, and time for work to start at the Project site for all items covered by this Subcontract. Time is of the essence for the performance of this Subcontract. Subcontractor shall cooperate in scheduling and performing the Work so as to avoid conflicts or interference in the Subcontractor's Work and the work of others.

2.2.2 **WEEKLY MEETINGS:** Subcontractor must have a representative at the weekly jobsite meetings beginning three (3) weeks before the Subcontractor's start date and thereafter until the Work is completed. Subcontractor's representative at the weekly jobsite meetings must have the authority to make commitments on behalf of Subcontractor. Failure of Subcontractor to attend these meetings will not relieve Subcontractor of the responsibility to perform the Work or otherwise comply with instructions given out during the meeting.

2.2.3 **DAILY DIARY:** Subcontractor shall submit to the CDI Project Superintendent each day at 10 AM a daily diary for the day preceding, which must include at least the following information: (a) a description of work performed; (b) manpower quantities present; (c) anticipated manpower for future work; (d) any problems or issues with the work; (e) safety issues encountered or anticipated to be encountered on the job and any assistance Subcontractor may require to overcome such problems, issues or otherwise; (f) equipment used and anticipated to be used; and (g) potential problems with personnel, site conditions, equipment or of any other type which may impact Subcontractors performance of the work.

2.2.4 **MATERIAL EXPEDITING SCHEDULE:** Subcontractor shall submit a completed material expediting schedule which will show product, contact person, phone number, fabrication time, and proposed delivery date to be reviewed by the CDI Project Superintendent. The material expediting schedule must be at the jobsite office within fifteen (15) days of contract award. (See attached form.)

2.2.5 **TIMELY PERFORMANCE:** Subcontractor must complete the Work in accordance with the Contract Documents and the latest revisions of the Project Schedule in a manner not to delay other contractors or subcontractors.

2.2.6 **BEHIND SCHEDULE:** Should the Work fall behind schedule, even by one (1) day, Subcontractor shall work overtime, weekends, bring in additional personnel, or provide any other measures necessary to comply with the Project Schedule without additional expense to CDI.

2.2.7 **PERMITS, LICENSES, ETC.:** Subcontractor shall, without additional charge to CDI, obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all federal, state, and municipal laws, ordinances, rules, and regulations, whether provided for by the said plans, drawings, specifications, and addenda, or not so provided for, without additional charge or expense to CDI, and shall be responsible for any and all corrections of any violations thereof to the Work included in this Subcontract, and the Subcontractor shall indemnify and hold harmless CDI and Owner, and their agents, servants and employees, from and against any and all loss, expense, damage, or injury caused or occasioned directly or indirectly by its failure to comply with the provisions of the said laws, ordinances, rules, regulations and requirements, and furnish to CDI CONTRACTORS, LLC upon demand an affidavit showing such compliance on its part.

2.2.8 **SITE MAINTENANCE:** Subcontractor shall provide sufficient, safe, and proper facilities at all times for the inspection by Owner, Architect or CDI of the Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment, or storage, and he shall, within twenty-four (24) hours after receiving written notice from CDI to that effect, proceed to remove from the site all materials condemned by Architect, whether worked or unworked, and to take down all portions of the work which Architect or CDI shall upon written notice condemn as unsound or improper, or as in any way failing to conform to the plans, drawings, specifications, and addenda and shall make good all work in other lines damaged by such removal. In the event that all or any portion of the Work as condemned shall be of such nature, or the time available should be so limited, that in the judgment of Architect or CDI it would not be expedient to order the same replaced or corrected, CDI at its option may deduct from the payments due or to become due to Subcontractor such amount or amounts as, in the opinion of Architect, shall represent the difference between the fair and reasonable value of the work so condemned and its value had it been executed in conformity with the plans, drawings, specifications and addenda.

2.2.9 **CLEAN-UP:** Subcontractor shall clean from the Project site daily all debris resulting from Subcontractor's operations. If this condition is not complied with after twenty-four (24) hours' written notice given by CDI, removal will be accomplished by CDI and the cost charged to Subcontractor. In addition to Subcontractor's daily clean-up responsibilities, once a week there will be an overall job clean-up. Subcontractor will supply one or more men for the weekly overall job clean-up, dependent on Subcontractor's crew sizes at the time.

**ARTICLE 3
CODES, LAWS & REGULATIONS**

3.1 **GENERAL:** Subcontractor shall comply with all federal, state, and municipal laws, codes, regulations, and ordinances in effect and as enforced where the Work is to be performed, including but not limited to Occupational Safety and Health Administration ("OSHA") regulations; regarding safety, working hours, noise, traffic, pollution control, etc. Subcontractor shall provide all adequate notices to authorities regarding the Work and obtain and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Work in accordance with the Contract Documents. Any deviation, conflict, or discrepancy between Contract Documents and such laws, rules, regulations, ordinances or codes shall be brought to the immediate attention of CDI in writing. Subcontractor does hereby further promise, covenant and agree that Subcontractor shall indemnify, defend and hold harmless CDI and Owner, and their agents, servants and employees, from and against any and all loss, expense, damage or injury caused or occasioned directly or indirectly by its failure to comply with the provisions of the said laws, ordinances, rules, regulations and requirements, and furnish to CDI upon demand an affidavit showing such compliance on its part.

3.2 **EMPLOYMENT TAXES:** Subcontractor accepts exclusive liability for all taxes and contributions required of Subcontractor, including federal withholding taxes, taxes under the Federal Social Security Act, and any unemployment compensation law or similar law of any state, with respect to the employees of Subcontractor taking part in or in any way concerning the performance of the Work hereunder, and shall, if requested, furnish CDI with suitable written evidence that Subcontractor has discharged such liability. If Subcontractor fails to furnish such evidence, CDI may (at its option and without any obligation to do so) pay or reserve for payment said taxes and contributions and deduct the amount so paid or reserved from payments due or to become due Subcontractor or require Subcontractor or its surety, if any, to reimburse CDI for such expenditures. Subcontractor does hereby further promise, covenant and agree that Subcontractor shall indemnify, defend and hold harmless CDI and Owner, and their agents, servants and employees, from and against any and all loss, expense, damage, or injury caused or occasioned directly or indirectly by its failure to comply with the provisions of the said laws, ordinances, rules, regulations and requirements, or otherwise incurred or assessed, and furnish to CDI upon demand an affidavit with proof of payment showing such compliance on its part.

3.3 **SALES TAXES:** Subcontractor shall pay all sales or use taxes and all other federal, state, or local taxes and any penalties or additional charges of any nature in connection therewith applicable in any way to the Work, regardless of the person or entity upon whom such tax is levied. In the event Subcontractor does not make such payment, CDI (at its option and without any obligation to do so) may make the payment and deduct the amounts thereof from any sums due or to become due Subcontractor or require Subcontractor or its surety, if any, to reimburse CDI for such expenditures. Subcontractor does hereby further promise, covenant and agree that Subcontractor shall indemnify, defend and hold harmless CDI and Owner, and their agents, servants and employees, from and against any and all loss, expense, damage, or injury caused or occasioned directly or indirectly by its failure to comply with the provisions of the said laws, ordinances, rules, regulations and requirements, or otherwise incurred or assessed, and furnish to CDI upon demand an affidavit with proof of payment showing such compliance on its part.

3.4 **TAXES:** Subcontractor agrees that the amount of any payment to Subcontractor stated herein includes any and all federal, state, or municipal taxes now levied or in force, or imposed during the life of this Subcontract on any and all tangible personal property, including personal property that may be incorporated into the Project as a fixture, or sold or transferred to CDI or Owner under this Subcontract, and Subcontractor agrees to pay such tax or taxes on such property, the cost of which shall be considered included in the Subcontract amount mentioned herein. Subcontractor agrees to pay, and hereby accepts exclusive liability for, any tax, assessment, or contribution for unemployment insurance or Social Security and income tax levied by the federal or any state government on the salaries or wages of all persons employed directly or indirectly by Subcontractor, and Subcontractor hereby agrees to comply with all the rules, regulations, and requirements of the federal, state, or municipal authority having jurisdiction thereof in order to relieve CDI of liability. Subcontractor does hereby further promise, covenant and agree that Subcontractor shall indemnify and hold harmless CDI and Owner, and their agents, servants and employees, from and against any and all loss, expense, damage, or injury caused or occasioned directly or indirectly by its failure to comply with the provisions of the said laws, ordinances, rules, regulations and requirements, or otherwise incurred or assessed, and furnish to CDI upon demand an affidavit with proof of payment showing such compliance on its part.

**ARTICLE 4
BONDS**

4.1 **PERFORMANCE AND PAYMENT BONDS:** Bonds for maintenance, guarantee of workmanship and material, and to insure prompt and faithful performance of the obligations of the Subcontractor, including all warranties and obligations, shall be furnished by Subcontractor as specified or required by CDI.

- () A. None Required
- () B. Furnish a 100% Performance and Payment Bond. Subcontractor's bond company and form shall be satisfactory to CDI and CDI's Surety. CDI agrees to pay the premium cost of the bond on receipt of actual invoice from a registered insurance agent. Premium cost of the bond is not included in the Subcontract amount, unless stated separately.

4.2 **CONTENTS OF BONDS:** All performance bonds and payment bonds shall incorporate this Subcontract by reference and shall provide that the surety waives consent to all changes, modifications, and amendments to this Subcontract. Any such changes, modifications, or amendments which decrease the Subcontract amount shall not in any way alter the amount of the performance bond and payment bond. Any changes, amendments, or modifications which increase the Subcontract amount shall be supported by an increase in the amount of the performance bond and the payment bond to the extent necessary to equal 100 percent of the Subcontract amount as increased.

**ARTICLE 5
INSURANCE, INDEMNITY, AND ATTORNEYS' FEES**

5.1.1 **INSURANCE REQUIREMENTS:** Subcontractor further agrees to comply with the following insurance requirements, use an insurance company satisfactory to CDI, and furnish a certificate of insurance in duplicate immediately, as well as the policy declaration page and endorsement naming CDI and Owner as additional insureds including completed operations, covered as fully as the primary insured under Subcontractor's general liability, automobile liability, and excess liability policy. It is understood and agreed that the Subcontractor's insurance policy, on which CDI and Owner are named as an additional insured, will provide primary coverage to CDI and Owner, notwithstanding the existence of other insurance.

A. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY; STATUTORY

- 1. Statutory coverage for the state in which this Project is located.
- 2. Where permitted by law, coverage shall contain a waiver of subrogation in favor of CDI and Owner.

B. GENERAL LIABILITY - Requirements listed on Sample Certificate.

- 1. Commercial general liability coverage shall include contractual liability as provided in the ISO document CG0001 or its equivalent without any limitation endorsements.
- 2. A copy of Additional Insured Endorsement(s) on form CG 20 38 12 19 for ongoing operations and form CG 20 40 12 19 for completed operations or equivalent(s) shall be attached to the Certificate of Insurance.
- 3. Commercial general liability coverage shall include coverage for "XCU" (explosion, collapse and underground hazards) as provided in the ISO document CG0001 or its equivalent. The coverage shall not contain any endorsements restricting or deleting any portion of the coverage.
- 4. Commercial general liability coverage shall include the "general aggregate per project".
- 5. Coverage shall contain a waiver of subrogation in favor of CDI and Owner.
- 6. Products & completed operations coverage shall be maintained for the greater of: (a) three (3) years after completion of work, or (b) the greatest length of time required for the lapsing or passing of any Statute of Limitation and/or Statute of Repose, or similar law, whereby the liability of a contractor lapses or is barred due to the passage of time no matter the cause of action or theory of recovery advanced, under the laws of the state where the construction is performed. Additional insureds shall be provided coverage for bodily injury and property damage caused by the Subcontract Work and included in the products/completed operations hazard. Subcontractor shall provide CDI with written proof of such additional insured coverage (including certificates of insurance and endorsements to policies. Items B.1 through B.5 shall be shown on the certificate of insurance.

C. AUTOMOBILE LIABILITY - Requirements listed on Sample Certificate.

- 1. CDI and Owner shall be named as an additional insured.

D. EXCESS LIABILITY - Requirements listed on Sample Certificate.

- 1. CDI and Owner shall be named as an additional insured.

E. CDI and Owner must be named on the certificate as Additional Insured under Subcontractor's General Liability, Automobile Liability, and Excess Liability policies.

F. It shall be the responsibility of Subcontractor to procure and maintain an equipment floater policy covering Subcontractor's property, material and equipment, at Subcontractor's sole expense. CDI does not have insurance coverage on Subcontractor's equipment, material or property.

G. Certificate of Insurance from third parties (i.e., temporary or leased labor agencies) will not be accepted.

5.1.2 The Subcontractor shall maintain in effect all insurance coverage required under this Subcontract at the Subcontractor's sole expense and with insurance companies mutually agreeable to CDI and Subcontractor. All insurance policies shall contain the provision that the coverages afforded thereunder shall not be canceled until at least thirty (30) calendar days' prior written notice has been given to CDI but in no event shall the notice be less than the number of days required by the Contract Documents for CDI to give notice to Owner of any changes in coverage. In the event coverage is not renewed or cancelled for non-payment of premium, the Subcontractor agrees to notify CDI within two (2) days of receipt of such notice from the insurance carrier.

5.2.1 **INDEMNIFY, DEFEND, AND HOLD HARMLESS:** Subcontractor shall be responsible for the Subcontractor and every part thereof, and all the work of every description used in connection therewith. Subcontractor shall specifically and distinctly assume, and does assume, all risk of damage, injury, or death from whatever cause to property or persons used or employed by Subcontractor, its subcontractors or vendors, or in connection with its or a subcontractor of Subcontractor's work, and of all damage, injury, or death from any cause to property wherever located or to any person whatsoever from any work, operation, work compliance or performance under this Subcontract, or in any way connected with Subcontractor's Work or that of Subcontractor's subcontractors or vendors, and Subcontractor does undertake, promise, covenant and agree to protect, defend, hold harmless and indemnify CDI, Owner, its officers, directors and employees against all claims and suits on account of any such damage, injury, or death, whether attributable in whole or in part to the negligence of Subcontractor, its subcontractors, employees, representatives, suppliers or others in privity with them.

5.2.2 It is the intention of Subcontractor to indemnify CDI, Owner, its officers, directors and employees even in the event that any such claim, demand, action, or liability arises in whole or in part from breach of warranties, express or implied, defects in material, products, workmanship or design, condition of property or premises and/or negligence of Subcontractor or any other fault claims as a basis of liability for CDI, Owner, its officers, directors and employees which arise from, through or as a result of Subcontractor's acts, actions and/or omissions or that of Subcontractor's subcontractors, employees, representatives, suppliers or others in privity with them.

5.2.3 Subcontractor shall also indemnify, defend and hold harmless CDI, Owner, its officers, directors and employees from any and all expenses incurred by CDI, Owner, its officers, directors and employees for fines, penalties and corrective measures that result or arise from, through or as a result of acts, actions and/or omissions of Subcontractor, its agents, employees, and assignees, in failing to comply with all safety rules, and regulations, including but not limited to OSHA requirements and standards.

5.3 **ATTORNEYS' FEES:** Should CDI employ an attorney to (1) enforce any of the provisions hereof; (2) protect its interest in any matter arising under this Subcontract; (3) collect damages for the breach of this Subcontract; (4) prosecute or defend any suit resulting from this Subcontract; and/or (5) recover on the surety bond given by Subcontractor under this Subcontract; then Subcontractor and its surety, jointly and severally, agree to pay CDI all reasonable costs, charges, expenses and attorney fees expended or incurred in connection therewith. Included within this indemnity provided in this Article 3 Subcontractor shall indemnify and hold harmless CDI for all premiums, costs, fees, including attorneys' fees, incurred by CDI to remove liens filed against the Project by subcontractors, suppliers, or otherwise as a result of nonpayment or underpayment by Subcontractor.

ARTICLE 6 WARRANTY AND DEFECTIVE WORK

6.1 **WARRANTY:** Subcontractor hereby warrants all work, labor and materials against defects for the greater of: (a) one (1) year after completion of work, (b) or the greatest length of time required for the lapsing or passing of any Statute of Limitation and/or Statute of Repose, or similar law, whereby the liability of a contractor lapses or is barred due to the passage of time no matter the cause of action or theory of recovery advanced, under the laws of the state where the construction is performed.

6.2 **PERFORMANCE WARRANTY:** Subcontractor warrants that the Work shall be performed strictly in accordance with this Subcontract, the plans, specifications, addenda, manufacturer's recommendations and all other Contract Documents, and all Work shall be executed in a workmanlike manner by skilled and reputable workmen.

6.3 **SUBCONTRACT PERFORMANCE:** Subcontractor shall use its best care, skill, and diligence in supervising and directing the Work. Subcontractor shall have responsibility and control over performance of the Work, including construction methods, techniques, means, and sequences for coordinating and completing the various portions of the Work, unless this Subcontract gives other specific instructions concerning these matters.

6.4 **CONTRACTOR'S EQUIPMENT:** Subcontractor, its agents, employees, subcontractors, or suppliers shall not use CDI's equipment, except upon receipt of express written permission of CDI's Project Superintendent and then only in accordance with CDI's terms and conditions for such use.

6.5 **DEFECTIVE WORK:** Subcontractor shall correct in a timely fashion any Work rejected by CDI, Owner or Architect for failing to comply with the Contract Documents, whether observed prior to the commencement of the warranty period(s) or during the warranty period(s) established by the Contract Documents. Subcontractor shall make corrections at its own cost and time and bear the expense of additional services for any nonconforming Work for which it is responsible.

ARTICLE 7 PAYMENT

7.1 **PAYMENTS:** In consideration of the faithful performance by Subcontractor of all the covenants and conditions, Subcontractor may request advance interim payments to be paid as the work progresses ("Progress Payments"). Progress Payments are to be held in trust by Subcontractor for the payment of labor and materials for the Work under this Subcontract during the course of performance of the Contract and for no others, and shall be used by Subcontractor for the Work and for no other purpose whatsoever. Progress Payments are not installment payments, and notwithstanding the payment by CDI of a progress payment or payments, Subcontractor's entitlement to each such payment remains contingent upon final completion of the Work and final payment under the Contract as provided in Article 8 herein. CDI shall make Progress Payments, upon request, on the proportionate amount of materials delivered and accepted and work properly done by Subcontractor, and to the extent allowed by law such payments to be ___ percent of the amount of each such request to be made within seven (7) days after the like amount of each request is received from Owner by CDI and in proportion to the amount of such request. The receipt by CDI of payment from Owner is an express condition precedent to payment to Subcontractor by CDI, with it being the express intent of the parties for this provision to be a "paid when paid" provision, and no such payment shall be due or owing by CDI unless and until it first receives payment for such work claimed by Subcontractor from Owner. The remaining ___ percent of such request ("Retainage") shall be paid after completion of the entire Work and final payment under the Contract as provided in Article 8 herein. Payment of any request for a progress payment shall not be considered a waiver by CDI, imply final acceptance of the Work or any part of the Work, nor be considered a non-contingent installment payment, and Subcontractor agrees not to rely upon any conduct or representation to the contrary by any officer or employee of CDI.

7.2 **WAIVERS OF LIEN:** Subcontractor shall submit a complete list of suppliers and/or subcontractors who will be providing material and/or labor for the operation of this Subcontract and shall submit with each payment request a complete list of all third party obligations, amount owed each supplier and/or subcontractor, and waivers of lien from each supplier and/or subcontractor. The monthly partial and final lien release form to be used is included with these documents. Subcontractor agrees to provide other such lien releases, sworn statements, etc. as may be requested by Owner or Owner's Lender.

7.3 **PAYMENT REQUESTS:** The original and two (2) copies of Subcontractor's payment request shall be in CDI Corporate Office, 3000 Cantrell Rd., Little Rock, Arkansas 72202 on or before the 20th day of the month. CDI will not accept payment requests via facsimile. Payment requests shall be submitted in accordance with the sample form attached. Subcontractor must submit a monthly payment request broken down as to divisions of work on the payment request form. CDI shall have the right to approve or disapprove the breakdown and detail of Subcontractor's payment request. Forms not filled out properly will be

returned. Requests received after the cutoff date will be held until the following month. No payments will be made until the signed Subcontract, request forms, waivers, hazard communication information, performance and payment bonds, if applicable and insurance certificates are received by CDI.

7.4 **JOINT CHECKS:** CDI reserves the right to write joint checks to Subcontractor and its suppliers, subcontractors, etc., if in the sole discretion of CDI it is necessary to insure payment to those parties or if those parties have issued a notice of nonpayment, a lien, or an intent to lien.

ARTICLE 8 FINAL PAYMENT

8.1 **FINAL PAYMENT:**

- (A) Subcontractor shall submit the final payment request for the original Subcontract amount, plus any approved change orders.
- (B) Subcontractor shall submit a separate payment request for Retainage to CDI's Corporate Office in Little Rock, Arkansas. Payment requests for Retainage will not be accepted on the same payment request form with any other payment request
- (C) The request for Retainage shall contain a complete list of all third party obligations, amount owed each supplier and/or subcontractor, and final waivers of lien from each supplier and/or subcontractor. The request for Retainage and final waiver of lien on behalf of Subcontractor shall be executed both individually and on behalf of Subcontractor by its President or Managing Member. Subcontractor does further warrant the correctness of any waiver of lien submitted by any subcontractor or supplier of Subcontractor and does further agree to indemnify, defend and hold harmless CDI and Owner, and their agents, servants and employees, from any and all liens, claims of liens or otherwise arising from Subcontractor's work.
- (D) The request for Retainage shall contain a sworn statement that Subcontractor has no other outstanding claims for labor or materials furnished to the Project (other than Retainage), and, upon receipt of final payment and Retainage, Subcontractor thereby waives all other claims for payment against CDI and Owner.
- (E) Final payment under this Subcontract is contingent upon Owner's acceptance of all Work performed and upon CDI's receipt of payment from Owner for Work performed by Subcontractor. Retainage shall be paid after that part of the Work and material herein provided for is finally completed to the satisfaction of the Owner and Architect and has been paid for by Owner to CDI, and after all waivers of lien, submittals, closeout documents, and communications have been submitted to and approved by CDI.

8.2 **CLOSE-OUT REQUIREMENTS:** All close-out requirements, per specifications, must be received as soon as possible after completion of this Subcontract, but no later than 30 days after the substantial completion date for the Project. (Close-out documents must be received prior to release of final payment.)

ARTICLE 9 STORAGE AND EQUIPMENT

9.1 **STORED MATERIALS:** Billing for materials is allowed only when submitted in accordance with the Contract Documents and when the material is stored in a bonded warehouse or on the jobsite. The Subcontractor is cautioned not to bring large amounts of materials on the jobsite without prior approval from the CDI Project Superintendent. Stored material on jobsite refers to long lead-time items only. No "storage" will be paid for materials that can be purchased "off-the-shelf" or otherwise readily obtainable. CDI is not responsible for theft or damage to any material stored off-site. The Subcontractor must submit pictures of all materials stored off-site, clearly marked for this Project, and proof of insurance on the materials stored off-site.

ARTICLE 10 SAFETY

10.1 **SAFETY REPRESENTATIVE:** The Subcontractor is required to designate an individual at the site in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to CDI, the designated safety representative shall be the Subcontractor's Project Superintendent. This Safety Representative shall identify each Competent Person for specific work activities as required by OSHA.

10.2 **PREVENTION OF ACCIDENTS:** Prevention of accidents at the Project site is the responsibility of Subcontractor and all other subcontractors, persons, and entities at the Project site, including CDI. Establishment of a safety program by CDI shall not relieve Subcontractor or other parties of their safety responsibilities. Subcontractor shall establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by the governmental and quasi-governmental authorities having jurisdiction ,CDI and Owner, including, but not limited to, requirements imposed by the Contract Documents. Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project and shall stop any part of the Work which CDI deems unsafe until corrective measures satisfactory to CDI shall have been taken. CDI's failure to stop the Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility.

10.3 **SAFETY REPORT:** Subcontractor shall submit to CDI weekly written safety reports, including but not limited to weekly safety inspections, equipment inspections, weekly safety meeting notes and any accident reports, on a form acceptable to CDI.

10.4 **HAZARDOUS SUBSTANCES:** In the event Subcontractor encounters asbestos, lead, polychlorinated biphenyl (PCB), or other hazardous substances at the site which potentially are harmful to persons or property, Subcontractor shall take all steps required by the Contract Documents and by law to protect persons and property from injury or damage, including stopping the Work in the affected areas, and promptly advising CDI in writing of the conditions encountered at the site. Should Subcontractor be required to stop work in any area of the Project site as a result of hazardous substances located at the site, then Subcontractor shall not resume its Work in the affected area until (a) the hazardous substances have been removed or made harmless; (b) CDI and Subcontractor agree in writing to commence work in all or a portion of the area; (c) Owner orders the Work to proceed in the affected area, and the parties agree; or (d) the dispute is resolved as provided for in this Subcontract. Subcontractor shall not be required to perform work in areas containing asbestos, lead, PCBs, or any other hazardous substances defined by the Contract Documents, without the Subcontractor's consent.

10.5 **MEANS METHODS AND TECHNIQUES:** Subcontractor shall have the exclusive obligation for the means, methods, and techniques for performing the Work. CDI does NOT retain any contractual control or right of control over the means and methods that Subcontractor uses to perform the Work. Further, CDI will not be exercising actual control at the Project over the means and methods by which Subcontractor performs its work, and any directions regarding sequencing, coordination with other trades, safety meetings or reports, or assignment of locations for performance of the Work (or other conduct) by CDI shall not be considered the exercise of control over Subcontractor's Work.

10.6 **COMPLIANCE WITH OSHA AND SAFETY GUIDELINES:** In addition to compliance with federal, state and local safety guidelines, rules and regulations, Subcontractor shall comply with the jobsite safety responsibilities and guidelines in Article 10 of the Subcontract Agreement, which summarize or are in addition to, and/or coincide with other federal, state and local safety regulations, including but not limited to OSHA regulations.

10.7 **HAZCOM:** In accordance with OSHA's Hazard Communications Standard (1926.59) which is derived from OSHA 1910.1200, Subcontractor is hereby notified that CDI will centrally locate all HAZCOM information with applicable Safety Data Sheets (SDS) and Written Program information in CDI's job field office. CDI's HAZCOM information and SDS pertaining to this Project will also be available, and will be consistent with the provisions of The United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS), Revision 3. Subcontractor is required to inform its employees of the location of these job specific SDS and accessibility upon request. Subcontractor shall provide a copy of its own (GHS) compliant Hazard Communication Program, and include a site specific hazardous chemical inventory list and a copy of all SDS for products that will only be used on this Project site. Subcontractor is to pick up its program information and related SDS upon completion of its work.

10.8 **FIRST AID AND MEDICAL FACILITIES:** Subcontractor is responsible for providing its employees with first aid related items and making arrangements for treatment of injuries requiring professional medical care. Emergency telephone numbers should be conspicuously posted.

10.9 **ACCIDENT REPORTING:** All accidents by Subcontractor's workers (including any temporary help workers) are to be reported immediately to the CDI Project Superintendent. In addition, a copy of each accident report (First Report of Injury) should also be provided within seven (7) calendar days.

10.10 **DRESS CODE:** All Subcontractor workers are to report to work in proper work attire. This includes: hard hats, long pants, shirts with sleeves which also cover the back, chest and abdomen area, and work-type boots or shoes with hard soles (no athletic or tennis type shoes are permitted). Loose or torn clothing, or dangling jewelry is not permitted. The wearing of western style hard hats is prohibited. Ball caps under hard hats are also prohibited. Dress code requirements will be strictly enforced.

10.11 **PERSONAL PROTECTIVE EQUIPMENT (PPE):** Approved hard hats are to be worn on the Project site at all times unless permitted otherwise by the CDI Project Superintendent. Visible safety vest or neon colored company shirts are to be worn at all times. Other PPE equipment (e.g., safety glasses/goggles, face shields, ear protection, gloves, foot protection, fall arrest equipment, etc.) should be used as dictated by the work being performed and/or as required by OSHA. If "respirators" are worn, a written program should be on the Project site. The CDI Project Superintendent should be advised in advance when respirators will be required in case engineering or administrative controls will be necessary to protect other workers. Approved as used in these requirements means approved by an agency or entity sanctioned by OSHA.

10.12 **SAFETY INSPECTIONS:** Subcontractor shall routinely inspect its work areas for safety compliance and/or hazardous conditions for which it is responsible and to take immediate corrective measures. Any other unsafe conditions or known safety violations, not the responsibility of Subcontractor, should be brought to the attention of the CDI Project Superintendent when deemed necessary. Subcontractor shall correct any unsafe conditions or practices called to its attention as soon as possible. Failure of Subcontractor to take corrective measures could result in a written warning and other measures as stipulated elsewhere in the Subcontract language. Visits by federal and/or state OSHA compliance officers for the purposes of conducting an inspection are not unusual on CDI Projects and CDI typically allows the inspection to take place. As provided under Article 5 of the Subcontract Agreement, should CDI be cited for any Subcontractor violations, Subcontractor will be responsible for all related costs including fines, attorney fees, etc.

10.13 **SAFETY TRAINING MEETINGS** (e.g., Toolbox Safety Talks, Crew Meetings): Subcontractor is required to conduct Weekly Safety Training Meetings for its workers. Subjects discussed should be documented along with signatures of persons in attendance and a copy provided to the CDI Project Superintendent on a weekly basis. When crew sizes are small (less than 5), such crew members may participate in CDI's Weekly Safety Training Meetings, with the approval of the CDI Project Superintendent. Likewise, CDI may periodically conduct Safety Training Meetings and request the attendance of all workers.

10.14 **JOB PROGRESS MEETINGS:** When Subcontractor's work could affect the safety of other contractor employees (e.g., use of hazardous chemicals, electrical precautions, overhead work, etc.), these matters should be identified by Subcontractor at the job progress meetings so that affected employees can be informed accordingly.

10.15 **ELECTRICAL POWER, TOOLS AND CORDS:** On CDI Projects, 120 volt, single-phase 15 & 20 amp receptacles on temporary power are normally equipped with ground fault circuit interrupters (GFCI's). When GFCI protection is not provided (e.g., after converting from temporary power to permanent power, on remodel jobs, etc.) Subcontractor should use GFCI equipped adapters. Subcontractor is responsible for obtaining these adapters as well as providing and maintaining its own electrical cords and tools. All cords and tools should be visually inspected before use for missing ground pins, ineffective strain relief, cuts in insulation, etc. Defective cords should be immediately removed from service, repaired, or tagged to indicate not to be used.

10.16 **FALL PROTECTION:** Subcontractor's employees should be instructed by Subcontractor and made fully aware of OSHA's Fall Protection Standards (Subpart M) and utilize personal fall arrest equipment when guardrails are not erected where fall hazards of 6 feet or more exist.

10.17 **STEEL ERECTION:** Subcontractors engaged in steel erection work (as defined by OSHA) must pre-plan a meeting with the CDI Project Superintendent, to insure compliance with OSHA new Subpart R (effective 1-16-02).

10.18 **SCAFFOLDS:** Because of the potential for serious injury which could result from a scaffold fall, CDI requires that a top guardrail be installed when scaffold platforms are at such height as required by OSHA regulations or standards to have been installed. (CDI Project Superintendent can amend this requirement when conditions prohibit such added protection.) OSHA's Subpart L governs other scaffold requirements. CDI Project Superintendent should be informed of the Subcontractor's "competent person" who will oversee the erection, moving, dismantling, or alteration of their scaffolds.

10.19 **PORTABLE LADDERS:** Only industrial rated (I & IA) ladders should be used. Stepladders should only be used in the manner for which they are designed (i.e., spread open). Ladders with conductive side rails should not be used around exposed energized electrical parts.

10.20 **UTILITIES:** Equipment operators and truck drivers should be cautioned not to operate closer than allowed distances of overhead electrical wires. If work is required within close proximity to these wires, consult with the CDI Project Superintendent about the possibility of relocating, de-energizing, or insulating wires to protect personnel. Any buried utility lines, pipes, etc. should be located before digging begins. **CALL BEFORE YOU DIG! Subcontractor does specifically agree to indemnify, defend and hold CDI and Owner harmless from any and all claims, loss, damage, expense or injury to persons or property caused by or occasioned directly or indirectly by Subcontractor's work hereunder and specifically including, but not limited to, any work with, around or in the vicinity of any utility line, easement, pipe or otherwise. Subcontractor does further promise, warrant, covenant and agree to comply with all rules, regulations, statutes and requirements in regard to working in, around or atop such utility lines including, but not limited to calling for utility line location and does further promise, contract and agree to hold CDI and Owner harmless and to defend and indemnify CDI and Owner from any and all claims or damage arising or resulting from such work.**

10.21 **FIRE PROTECTION:** Gasoline and other flammables or combustible products must be kept in approved containers and storage requirements for quantities and types used should comply with OSHA and local regulations. Containers should be properly labeled. "No Smoking" signs should be posted and obeyed in areas where flammables are stored and used. Good housekeeping practices are important. Combustible materials should be placed in proper trash containers and not be permitted to accumulate in the work area. When salamanders are used, they should be well away from combustible material. When welding, cutting, or using flammable materials, it is the responsibility of Subcontractor to have adequate fire extinguishers at these work locations. A fire watch should be maintained when there is a fire exposure or other hazards due to welding or cutting operation. Fire extinguishers are not to be tampered with or removed from assigned locations unless needed for their intended purpose.

10.22 **TOXIC CHEMICALS/PRODUCTS:** If highly toxic chemicals/products will be used by Subcontractor, all affected employees should be properly informed and necessary precautions taken. Protective measures should also be taken to eliminate the exposure and ill effects on other persons who may be in the vicinity. Preferably, engineering controls should be used to protect workers from the effects of such substances. All hazardous containers should be properly labeled.

10.23 **HOUSEKEEPING:** Subcontractor is responsible for maintaining good housekeeping conditions in its respective work areas. Walking/working areas should be kept clear of trip hazards for the benefit of its employees and others that must use the area. Refuse and scraps should not be allowed to accumulate, particularly when it interferes with workflow or creates fire hazards. Continuous cleanup will help to reduce exposure to accidents and fires and make it easier for others to perform their work. Failure to practice good housekeeping could result in the Subcontractor being back-charged for clean-up.

10.24 **MOTORIZED EQUIPMENT (Off-Highway Type):** All motorized equipment having an obstructed view to the rear must have operative backup alarms or an observer to signal it is safe. When equipment is shut down for the night, weekends, etc., buckets should be lowered to the ground and equipment immobilized so youngsters or vandals cannot operate the equipment. All vehicles should be checked before each workday (or shift) to insure they are in proper working condition. Only authorized and properly trained employees shall operate machinery, equipment, tools or vehicles. Proof of training, in the form of Company Letterhead or copies of training certificates, shall be provided to CDI. No person shall ride on equipment if there is no seat to accommodate him or her. Seat belts should be worn. Engines should be shut off when fueling.

10.25 **MATERIAL HOISTS:** Employees should be instructed not to ride on hoist equipment designed for material only at any time and "No Riders" signs should be posted. Hoisting equipment should not be located at entrances or exits, unless such areas are sealed off, to prevent personnel from walking under suspended loads.

10.26 **FORKLIFT TRUCK OPERATOR TRAINING:** All operators of vehicles used to carry, push, pull, lift, stack or tier material must be properly trained and certified in accordance with OSHA Regulations 1910.178(l) and 1926.602(c). (Note: Vehicles used for earth moving or over-the-road hauling are excluded from this regulation.)

10.27 **FLOOR OPENINGS AND PERIMETER PROTECTION:** Guardrails are provided around the perimeter of multi-floored construction, at stairway openings, shaft openings, etc. Smaller floor openings should be covered and secured. When it is necessary for Subcontractor to temporarily remove guardrails or floor opening protection, it is the responsibility of the Subcontractor to replace this protection immediately so other jobsite personnel are not endangered. If it is necessary to remove opening protection and Subcontractor is unable to replace it immediately, notify the CDI Project Superintendent. When no guardrails exist, personal fall arrest equipment should be used if there is a fall hazard of 6 feet or more.

10.28 **CELL PHONE USE:** Except in the event of an emergency endangering the safety of persons or property, only Subcontractor's supervisors may use cell phones on the Project site during working hours, except as required for the protection of persons or property.

10.29 **RESPONSIBILITY:** It is Subcontractor's responsibility to insure its field supervisor on the Project is fully aware of these requirements and that each person under his responsibility complies accordingly. It should be further understood these CDI General Safety Requirements do not purport to include all safety requirements Subcontractor is required to follow (e.g., OSHA Regulations).

10.30 **DISCIPLINARY ACTION:** CDI reserves the right to remove any Subcontractor employee from the site for unsafe behavior or refusal to work safely. This includes Subcontractor's Superintendent or entire crew. CDI will not be responsible for any delays or additional costs as a result of creating a safe worksite.

ARTICLE 11 CLAIMS

11.1 **WRITTEN CLAIM:** Subcontractor agrees to make all claims against CDI for which Owner is or may be liable in the same manner and within time allowed for CDI to make claims against Owner after the event giving rise to the claim and in sufficient time for CDI to make such claims against the Owner. Such claims shall be made in writing and comply with this paragraph and the Contract Documents to be valid.

11.2 **NOTICE:** Subcontractor shall give CDI written notice of all claims not included in the foregoing paragraph within fourteen (14) calendar days after the date when Subcontractor knew, or should have known, of the facts giving rise to the event for which claim is made; otherwise, such claims shall not be valid.

11.3 **CLAIM DEFINITION:** A claim is a demand or assertion by CDI or Subcontractor seeking an adjustment in the Subcontract amount and/or time for performance of the Work, an adjustment or interpretation of the Subcontract terms, or other relief arising under or relating to this Subcontract, including the resolution of any matters in dispute between CDI and Subcontractor in connection with the Project.

11.4 Subcontractor shall carry on the Work and maintain the Schedule of Work pending final resolution of a claim, unless Subcontractor has been terminated or the Work suspended as provided for in the Contract with the Owner or the parties otherwise agree in writing to a partial or total suspension of the Work. If Subcontractor is continuing to perform in accordance with this Subcontract, CDI shall continue to make payments as required by the Subcontract.

ARTICLE 12
CHANGES

12.1 **CHANGES:** Subcontractor shall perform any and all changes from the original plans and specifications without nullifying the Subcontract when specifically ordered to do so in writing by CDI. Subcontractor, prior to commencement, shall submit to CDI within fourteen (14) days after request written copies of the cost or credit proposal, with sufficient breakdowns and documentation, for such work in a manner consistent with the Contract Documents. Breakdowns and documentation to include, but not be limited to, quantities, man-hours, labor rates, labor burden rates, material unit prices, sales tax and equipment for each line item of work, overhead & profit, copies of change order requests and/or quotations from subcontractors and suppliers with equivalent breakdowns and documentation, and any other evidence required by the Owner, Architect or CDI.

12.2.1 **FIELD WORK AUTHORIZATION OR FIELD PURCHASE ORDER:** CDI may order work not a part of the scope of this Subcontract, including the purchase of materials and the furnishing of labor. In such a case the extra work will be invoiced and paid as a separate work item. Authorizations for "extra work" shall not be used to circumvent the intent or scope of the Work of this Subcontract. Only signed CDI Work Authorization Forms or CDI Field Purchase Orders can authorize changes to the Work.

12.2.2 **PRIOR APPROVAL:** There will be no consideration given by CDI for requests for payments in excess of the Subcontract amount, unless specifically authorized, in writing, and approved by the Project Manager before the extra work is done. Any liens instituted as a result of an unauthorized claim will be the sole responsibility of the Subcontractor to release before any scheduled monthly pay requests are paid or retainage is released.

12.3 **INCIDENTAL CHANGES:** CDI may direct Subcontractor to perform incidental changes in the Work which do not involve adjustments in the Subcontract price or Subcontract time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. CDI shall initiate an incidental change in the Work by issuing a written order to Subcontractor. Such written orders shall be carried out promptly and are binding on the parties.

ARTICLE 13
REMEDIES

13.1 **REMEDIES:** If Subcontractor refuses or fails: (i) to correct any Work rejected by CDI, Architect or Owner; (ii) to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work; or (iii) to make prompt payment to workers, subcontractors, or suppliers, or disregards or disobeys any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is believed by CDI to be in a material breach of any provision of this Subcontract, Subcontractor may be deemed in default of this Subcontract. If Subcontractor fails within seventy-two (72) hours after written notification to commence and continue satisfactory correction of such default with diligence and promptness, to the sole satisfaction of CDI, then CDI, without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

- (i) supply such number of workers and quantity of materials, equipment, and other facilities as CDI deems necessary for the satisfactory correction of such default, which Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to Subcontractor, who shall be liable for the payment of same, including reasonable overhead, profit, and attorneys' fees;
- (ii) contract with one or more additional contractors, to perform such part of the Work as CDI shall determine will provide the most expeditious correction of the default and charge the cost thereof to Subcontractor;
- (iii) withhold payment, in the amount deemed necessary by CDI to protect CDI, of moneys due Subcontractor in accordance with this Subcontract; and
- (iv) in the event of an emergency affecting the safety of persons or property, CDI may proceed to commence and continue satisfactory correction of such default, without first giving seventy-two (72) hours' written notice to Subcontractor, but shall thereafter give prompt written notice of such action to Subcontractor.

13.2 **TERMINATION OF SUBCONTRACTOR:** If Subcontractor fails to commence and satisfactorily continue to cure correction of a default after seventy-two (72) hours' written notification issued under the above paragraph, then CDI may, in lieu of or in addition to the remedies set forth in this numbered paragraph, issue a written notice of termination to Subcontractor and terminate this Subcontract.

13.3.1 **CDI'S RIGHTS TO PERFORM:** CDI also may furnish materials and equipment and/or employ such workers or subcontractors as CDI deems necessary to maintain the orderly progress of the Work.

13.3.2 All costs incurred by CDI in performing the Work, including reasonable overhead, profit, and attorneys' fees, shall be deducted from any monies due or to become due Subcontractor under this Subcontract. Subcontractor shall be liable for the payment of any amount by which such expense exceeds the unpaid balance of the Subcontract amount. If the unpaid balance of the Subcontract amount exceeds the expense of finishing the Work, such excess shall be paid to Subcontractor.

13.3.3 If CDI performs the Work under this Article, or subcontracts such work to be so performed, CDI and/or the persons to whom the Work has been subcontracted shall have the right to take and use any materials, implements, equipment, appliances or tools furnished by, belonging or delivered to Subcontractor and located at the Project for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, implements, equipment, appliances or tools not consumed or incorporated in performance of the Work, and furnished by, belonging to, or delivered to the Project by or on behalf of Subcontractor, shall be returned to Subcontractor in substantially the same condition as when they were taken, normal wear and tear excepted.

13.4 **LIQUIDATED DAMAGES:** If the Contract Documents provide for liquidated damages for delay beyond the completion date set forth in the Contract Documents, and such damages are assessed by the Owner against CDI, then CDI, in its discretion, may assess and apportion such damages against Subcontractor in proportion to its share of the responsibility for such delay and damage, but no more. The amount of such assessment against Subcontractor, if any, shall not exceed Subcontractor's proportionate share of the responsibility for such delay and damage and shall never exceed the amount assessed against CDI by the Owner. Nothing in this paragraph shall limit the CDI's right to actual damages sustained by CDI as a result of Subcontractor's delay.

13.5 **BACK CHARGES BY SUBCONTRACTOR:** Charges from Subcontractor to CDI or any subcontractor on this Project will not be honored or paid by CDI unless charges are authorized and approved in writing by an authorized representative of CDI.

13.6 **LABOR STRIKES OR WORK STOPPAGES:** Subcontractor shall at all times supply a sufficient number of skilled workers to perform the work covered by this subcontract with promptness and diligence. Should any workers performing work covered by this Subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, CDI whether the same involves employees of Subcontractor or otherwise, then CDI may, at its option and without prejudice to any other remedies it may have, after seventy-two (72) hours written notice to Subcontractor, provide any such labor and deduct the cost thereof from any monies then due or thereafter to become due Subcontractor.

ARTICLE 14
MISCELLANEOUS

14.1 **GOVERNING LAW AND CONSENT TO JURISDICTION AND VENUE:** Subcontractor hereby agrees, submits, and consents to personal jurisdiction within the State of Arkansas, County of Pulaski, should any dispute arise whatsoever out of this Subcontract or the Work and to any claim arising by, through, under or as a result of this Subcontract or otherwise, whether such claim arises in tort, under contract, at law or in equity. Subcontractor further agrees that Little Rock, Pulaski County, Arkansas and the Circuit Court for Pulaski County, Arkansas shall be the exclusive venue for all litigation arising by, through or as a result of this Subcontract and any and all work undertaken herein or otherwise. Subcontractor specifically agrees that this Subcontract shall be interpreted and construed according to and all disputes arising out of or in any way connected to this Subcontract or the Work shall be governed by, Arkansas law, without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction.

14.2 **FURTHER ASSISTANCE:** Subcontractor agrees that from time to time hereafter, upon request of CDI, Subcontractor will execute, acknowledge, and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Subcontract.

14.3 **MODIFICATION:** No provision contained herein may be modified, amended, or waived, except by written change order signed by both parties.

14.4 **HEADINGS AND CAPTIONS:** Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this agreement.

14.5 **NOTICE:** All notices, consent, requests, demands, and other communications permitted or required hereunder shall be in writing and either (i) delivered in person; (ii) sent by express mail or other overnight delivery service providing receipt of delivery; (iii) mailed by certified mail, postage prepaid, return receipt requested; or (iv) sent by telecopy or other facsimile transmission (except for payment requests) as follows:

If to CDI, addressed or delivered in person to:

Lloyd Garrison, President and Chief Executive Officer
CDI Contractors, LLC
3000 Cantrell Road
Little Rock, Arkansas 72202

If to Subcontractor, addressed or delivered in person to:

(street address)

(city, state, zip)

or to such other address as either party may designate by written notice.

14.6 **SEVERABILITY:** If any portion of this Subcontract is held invalid, illegal, or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

14.7 **NO ASSIGNMENT BY SUBCONTRACTOR:** It is agreed that no part of this Subcontract will be assigned or delegated by Subcontractor without written approval of CDI.

14.8 **REMOVAL OF LIENS:** Subcontractor agrees to indemnify, defend and hold CDI harmless from the filing of any liens arising out of the operation of this Subcontract. Should any such lien be filed, Subcontractor will immediately cause same to be removed in any manner provided by the laws of the state where the Project is located.

14.9 **WAIVER:** No waiver of a breach or violation of any provision of this Subcontract shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

14.10 **RIGHTS AND REMEDIES CUMULATIVE:** The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

14.11 **ENTIRE AGREEMENT:** This document (together with the plans, drawings, specifications, addenda, schedules, and exhibits attached hereto or referred to herein) constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein. There are no representations, warranties, covenants, or agreements between the parties hereto with respect to this transaction, except those expressly set forth herein.

14.12 **INCORPORATION BY REFERENCE:** All schedules, exhibits, drawings, specifications, addenda, and documents referred to in this Subcontract shall be deemed incorporated herein by any reference thereto as if fully set out.

14.13 **AUTHORITY:** Each individual signing this Subcontract in a representative capacity acknowledges and represents that he/she is duly authorized to execute this Subcontract in such capacity in the name of, and on behalf of, the designated corporation, partnership, trust, or other entity.

14.14 **RIGHT OF OFFSET:** CDI has the right to offset against amounts otherwise owed by CDI to Subcontractor pursuant to this Subcontract against other amounts which Subcontractor may owe to CDI pursuant to this Subcontract or any other obligations owed by Subcontractor to CDI, whether related to this Subcontract, other subcontracts, or based upon common law rights and obligations.

14.15 ACCEPTANCE AND EFFECTIVE DATE: This Subcontract shall become effective and binding upon the parties following CDI's acceptance and execution of the Subcontract at its home office in Little Rock, Arkansas.

ARTICLE 15
TERMINATION FOR CONVENIENCE

15.1 In addition to other rights CDI may have at law or under this Subcontract with respect to cancellation or termination, CDI may terminate performance or Work under this Subcontract in whole or, from time to time, in part, if CDI determines that a termination is appropriate for its convenience or CDI fails to enter into the Contract with the Owner. CDI shall terminate by delivering to Subcontractor a written Notice of Termination for Convenience specifying the extent of termination and the effective date.

15.2 After receipt of a Notice of Termination, and except as directed by CDI, Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Clause:

15.2.1 Stop work as specified in the Notice of Termination;

15.2.2 Place no further subcontracts or orders (referred to as subcontracts in this paragraph) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;

15.2.3 Terminate all subcontracts to the extent they relate to the Work terminated;

15.2.4 Assign to CDI, as directed by CDI, all right, title, and interest of Subcontractor under the subcontracts terminated, in which case the Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations;

15.2.5 With approval or ratification to the extent required by CDI, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this paragraph;

15.2.6 As directed by CDI, transfer title and deliver to CDI (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) the completed or partially completed plans, drawings, information and other property that if the Subcontract had been completed, would be required to be furnished to CDI;

15.2.7 Complete performance of the work not terminated;

15.2.8 Take any action that may be necessary, or that CDI may direct, for the protection and preservation of the property related to this Subcontract that is in the possession of Subcontractor and in which CDI has or may acquire an interest; and

15.2.9 Use its best efforts to sell, as directed or authorized by CDI, any property of the types referred to in Clause 15.2.6 of this Subparagraph; provided, however, that Subcontractor (a) is not required to extend credit to any purchaser and (b) may acquire the property under the conditions prescribed by, and at prices approved by, CDI. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by CDI under this Subcontract, credited to the price or cost of the Work, or paid in any other manner directed by CDI.

15.3 CDI and Subcontractor may agree upon the whole or any part of the amount to be paid because of termination. The amount shall not exceed the original Subcontract Sum (as adjusted by Change Orders previously made) reduced by the amount of payments previously made and by the price of work not terminated and not then completed (as measured by the then current schedule of values).

15.4 If CDI and Subcontractor fail to agree on the whole amount, CDI shall pay and Subcontractor shall accept as full satisfaction amounts determined as follows, but without duplication of any amounts agreed upon in the above paragraph.

15.4.1 For Subcontract Work performed and not paid for before the effective date of termination, the value of said Work so long as that amount is not in dispute, as depicted in the then current schedule of values, and the actual reasonable costs of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of this Subcontract; and

15.4.2 The actual reasonable costs of settlement of the work terminated, including accounting, legal, clerical, other expenses necessary for the preparation of termination settlement proposals and supporting data, storage, transportation and other costs necessary for the preservation, protection or disposition of termination inventory; but not including anticipated profits on any work not performed and unabsorbed overhead allocated to any work not performed.

15.5 Except for normal spoilage, and except to the extent that CDI expressly assumed the risk of loss, CDI shall exclude from the amounts payable to Subcontractor, the fair value, as determined by CDI, of property that is destroyed, lost, stolen or damaged so as to become undeliverable to CDI.

15.6 In arriving at the amount due Subcontractor, there shall be deducted:

15.6.1 All unliquidated advance or other payments to Subcontractor under the terminated portion of this Subcontract;

15.6.2 Any Claim which CDI has against Subcontractor under this Subcontract; and

15.6.3 The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by Subcontractor or sold under the provisions of the Paragraph and not recovered by or credited to CDI.

15.7 If the termination is partial, Subcontractor may file a proposal with CDI for an adjustment of the prices(s) of the continued portion of the Subcontract. CDI may make any adjustment agreed upon. Any proposal by Subcontractor for an adjustment under this Paragraph shall be requested within thirty (30) days from the effective date of termination unless extended in writing by CDI.

15.8 CDI may, under the terms and conditions prescribed herein, make partial payments and payments against costs incurred by Subcontractor for the terminated portion of the Subcontract, if CDI believes the total of these payments will not exceed the amount to which Subcontractor will be entitled.

15.9 Subcontractor shall maintain all records and documents to the terminated portion of this Subcontract for three (3) years after final settlement. This includes all books and other evidence bearing on Subcontractor's costs and expenses under this Subcontract. Subcontractor shall make these records and documents available to CDI in accordance with the audit and access to records provisions of this Subcontract.

EXECUTION OF THIS DOCUMENT INDICATES THAT BOTH PARTIES HAVE REVIEWED AND UNDERSTAND ALL PAGES (as enumerated at the bottom of this page) OF THIS SUBCONTRACT AGREEMENT AND EXHIBITS TO THIS SUBCONTRACT AGREEMENT.

Dated this _____

At Little Rock, Arkansas

CDI CONTRACTORS, LLC

By: _____
Printed Name: _____
Printed Title: _____

By: _____
LLOYD GARRISON /
Chairman

Attest: _____
Authorized Representative

ADDRESS CORRESPONDENCE TO: CDI CONTRACTORS LLC, 3000 CANTRELL ROAD, Little Rock, Arkansas 72202

PURCHASE ORDER AGREEMENT SAMPLE



PURCHASE ORDER NO:

REFERENCE NO:

CDI CONTRACTORS, LLC
 3000 CANTRELL ROAD
 Little Rock, Arkansas 72202

Page 1 of 6

January 24, 2023

To: «Company»
 «Address_1»
 «Address_2»
 «City», «State» «Zip_Code»
Attn: «First_Name» «Last_Name»
Email Address: «Email_Address»
Phone: «Phone»
Job Title: Legends Casino (020801)

Vendor #:

QTY	UNIT	DESCRIPTION	PHASE CODE	UNIT PRICE	TOTAL
1		Furnish all <<For>> in accordance with Contract Documents defined in <u>Exhibit "A"</u> .			
1		RECAP:			
			00-010515-000-Z1010-00-OTH		
			00-010515-000-Z1010-00-OTH		
TOTAL PURCHASE ORDER AMOUNT:					
SUBMITTAL REQUIREMENTS					
		Product Data	_____		
		Samples	_____		
		Shop Drawings	_____		
		Other	_____		
All submittals should be directed to @ in our office.					



PURCHASE ORDER NO:

REFERENCE NO:

CDI CONTRACTORS, LLC
3000 CANTRELL ROAD
Little Rock, Arkansas 72202

Page 2 of 6

January 24, 2023

To: _____ **Vendor #:** _____

Attn:
Email Address:

Phone:

Job Title: Legends Casino (020801)

CDI Project Manager: Blake Helm - Phone: 501-660-1759 - Email: blake.helm@cdicon.com. It will be the responsibility of the vendor to check with the job superintendent, Chris Edwards - Phone: 501-516-8097 - Email: chris.edwards@cdicon.com. Details for scheduling and delivery of material covered by this purchase order. All subcontractors/vendors of CDI Contractors, LLC (hereinafter referred to as "CDI" or vendee") must submit a list of their subcontractors and/or material suppliers with address, phone number and contact person within ten (10) days. In accordance with Section 1926.59(e)(2) of the OSHA Hazard Communication Standard, you are hereby notified of CDI Contractors, LLC Hazard Communication Program. A complete HAZCOM Manual, including CDI's written program, Hazardous Chemical List and Safety Data Sheets, is available for review at the CDI job field office or at the Little Rock office.

SHIP TO: CDI CONTRACTORS, LLC: Legends Casino (020801) Russellville,AR	INVOICE TO: CDI CONTRACTORS, LLC 3000 Cantrell Road LITTLE ROCK, ARKANSAS 72202	
SHIP BY: Your Method	F.O.B. Jobsite	TERMS:
Shipments Must Start: 1/24/2023	Delivery Must Be Completed: 1/24/2023	

PURCHASED FOR:

In consideration whereof CDI Contractors, LLC agrees to pay the vendor the sum of: **TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00)** in current funds, and to make such payment according to the terms hereof or as otherwise may be agreed between the parties. In witness whereby the parties hereto have executed this agreement this 24th day of January 2023 at Little Rock, Arkansas.

VENDOR: _____

BY: _____

TITLE: _____

BY: _____

(Signature and Typed or Printed name of Authorized signor)

LLOYD GARRISON/Chairman



PURCHASE ORDER NO: 16569

REFERENCE NO: 020801-P002

CDI CONTRACTORS, LLC
3000 CANTRELL ROAD
Little Rock, Arkansas 72202

Page 3 of 6

January 24, 2023

To: **Vendor #:**

Attn:

Email Address:

Phone:

Job Title: Legends Casino (020801)



PURCHASE ORDER NO:

REFERENCE NO:

CDI CONTRACTORS, LLC
3000 CANTRELL ROAD
Little Rock, Arkansas 72202

Page 4 of 6

January 24, 2023

To: _____ **Vendor #:** _____

Attn:
Email Address:
Phone:

Job Title: Legends Casino (020801)

This Purchase Order is made and entered into by and between the Vendor named above (“Vendor”) and CDI Contractors, LLC (“CDI”), on the day and year written on the reverse side and for the consideration to be paid by CDI and subject to the terms and conditions of herein, Vendor agrees to furnish, supply and deliver the goods, and if applicable the services, described on the reverse side of this Purchase Order in accordance with the “Contract Documents” as defined in the agreement between CDI and the owner of the project (“Owner”), including but not limited to plans, specifications, addenda or amendments or modifications thereto, for CDI’s use or incorporation in the Project:

1. Vendor acknowledges and warrants that payment by CDI, under this Purchase Order, is conditioned upon timely delivery to CDI of goods FAS (free alongside of the delivery vehicle(s)) at the jobsite identified on the Purchase Order, and if applicable services, in compliance with the Contract Documents in sound, usable and acceptable condition. Nothing in this Purchase Order shall be construed or act to create a contractual relationship between CDI and any carrier of goods hereunder. It shall be Vendor’s sole responsibility to arrange for delivery of goods without liability or risk of loss to CDI. Any carriers employed by Vendor shall furnish and provide insurance against risk of loss to the cargo, auto liability, general liability and Worker’s compensation insurance, and Vendor shall require such carriers to furnish to Vendor such proof of insurance which Vendor shall retain in trust on behalf of CDI and will furnish the same to CDI upon request and without delay or cost to CDI.
2. Vendor hereby agrees, submits, and consents to personal jurisdiction within the State of Arkansas, County of Pulaski, should any dispute whatsoever arise out of this Purchase Order. Vendor further agrees that Little Rock, Pulaski County, Arkansas and the Circuit Court for Pulaski County, Arkansas shall be the exclusive venue for all litigation arising by, through or as a result of this Purchase Order and any and all work undertaken herein or otherwise. Vendor specifically agrees that this Purchase Order shall be interpreted and construed according to, and all disputes arising out of or in any way connected to this Purchase Order shall be governed by, Arkansas law, without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction.
3. This Purchase Order becomes effective when signed by and on behalf of Vendor and when last signed and accepted by CDI at its home office in Little Rock, Arkansas. It is further agreed that any written notification or communication connected with this Purchase Order shall be deemed delivered and received by Vendor when delivered by hand to an agent or representative of the Vendor; or when mailed to Vendor at the address appearing herein.
4. CDI shall have the right, and such right is acknowledged, to withhold a fair and equitable amount from any payment due hereunder (a) pending satisfactory settlement of any claims against the Project or against CDI or Owner by third parties for the account of Vendor or otherwise arising or accruing as a result of, or alleged to arise as a result of, Vendor’s performance hereunder, or for disputes involving Vendor and other vendors or subcontractors, wherein CDI is directly or indirectly an interested party; (b) pending satisfactory settlement of any charges, expenses or costs incurred as a result of failure of the materials, goods or services represented by this Purchase Order to fully meet the requirements of the Contract Documents, including but not limited to the plans, specifications, addenda or amendments or modifications in the contract documents between CDI and Owner; or (c) if Vendor shall fail to honor any representations or warranties, express or implied, as to the materials furnished under any agreement between the parties.
5. In general, and subject only to the provisions hereof, Vendor shall be bound to CDI by the same terms and conditions by which CDI is bound to Owner under the Contract Documents. Vendor agrees to furnish a full lien waiver as a condition of final payment in compliance with the laws of the state where the project is located, and further agrees to furnish partial lien waivers, upon the request and at the option of CDI during the pendency of the construction contemplated by the Contract Documents. All costs of defending Owner or CDI against claims, including mechanics liens, asserted or filed against them or their property or the property upon which the construction contemplated by the Contract Document is performed by Vendor or its assignees, assigns or creditors shall be deducted from monies otherwise due, provided that a sufficient balance to cover such costs remains unpaid at the time notification for the claim is received. If the full amount of this Purchase Order has been paid, or if balance due is not sufficient to offset such costs, Vendor agrees to reimburse CDI for any and all expenses arising from the claim or claims, including reasonable attorney fees and costs.
6. Vendor acknowledges that Vendor is familiar with all of the conditions of the locality of the project, and the plans and specifications, addenda, amendments and modifications which form all or a part of the Contract Documents and any other factor or circumstances that may affect Vendor’s performance under this Purchase Order, and nothing in this Purchase Order shall obligate or render CDI liable for additional payment to Vendor on account of misunderstandings or failure to become familiar with such factors, plans, specifications, addenda, amendments, modifications, circumstances or conditions.
7. If called for on the face of this Purchase Order, Vendor agrees to furnish, at Vendor’s expense, a good and sufficient Supply Bond with a Surety and on a form acceptable to CDI within ten (10) days following receipt and execution of this Purchase Order. Vendor further agrees, in the event said Supply Bond is not called for on the face of this Purchase Order and is not an original condition of this Purchase Order, to obtain and furnish such Supply Bond covering the remainder of Vendor’s obligations hereunder at any time during the term of this Purchase Order upon seven (7) days written request by CDI, the premium cost of which shall be borne by CDI unless otherwise agreed in writing signed by Vendor.



PURCHASE ORDER NO:

REFERENCE NO:

CDI CONTRACTORS, LLC
3000 CANTRELL ROAD
Little Rock, Arkansas 72202

Page 5 of 6

January 24, 2023

To: _____ **Vendor #:** _____

Attn:
Email Address:
Phone:

Job Title: Legends Casino (020801)

8. It is agreed that the Vendor shall not assign or sublet or delegate performance of this Purchase Order or any part hereof, without first obtaining the written consent of CDI. Unless specifically hereafter waived in writing by CDI, it is agreed that CDI shall have a prior and priority claim against payments due or to become due under this Purchase Order or any other agreement between the parties in the event Vendor fails to comply, or shall become unable to comply, with the terms of this Purchase Order or any other agreement between the parties. In the event any claim or claims are asserted against Vendor by parties supplying material or services to Vendor for use under this Purchase Order or any other agreement between the parties, it is agreed that set off of the proceeds due or to become due hereunder shall exist in favor of CDI. It is agreed that the Vendor shall not assign or sublet or delegate performance of this Purchase Order or any part hereof, without first obtaining the written consent of CDI. Unless specifically hereafter waived in writing by CDI, it is agreed that CDI shall have a prior and priority claim against payments due or to become due under this Purchase Order or any other agreement between the parties in the event Vendor fails to comply, or shall become unable to comply, with the terms of this Purchase Order or any other agreement between the parties. In the event any claim or claims are asserted against Vendor by parties supplying material or services to Vendor for use under this Purchase Order or any other agreement between the parties, it is agreed that set off of the proceeds due or to become due hereunder shall exist in favor of CDI.
9. In receiving payment hereunder, Vendor agrees to apply such payment only against this Purchase Order, and only against the account of CDI on or for this project, unless written consent of CDI shall first have been obtained for application of payments hereunder against some other account.
10. Vendor hereby agrees, at the option and request of CDI, to submit any billing for partial or "progress" payment on a form and with certification as supplied by CDI.
11. CDI reserves the right to write joint checks to Vendor and its suppliers, subcontractors, etc., if in the sole judgement of CDI, it is necessary to insure payment to those parties, or if those parties have filed a notice to Owner or CDI of any lien, intent to lien, or like claim document, etc. Vendor agrees that CDI may offset or set off any amounts due under this Purchase Order or any other agreement between the parties against any other obligations of Vendor under any other contract or agreement between CDI and Vendor.
12. All goods are delivered subject to inspection made at the time the goods are opened or unpackaged for use in the Project. Inspection is not required before the goods are opened and unpackaged by CDI. Vendor shall and does guarantee all goods or services are in accordance with the Contract Documents, including but not limited to the plans, specifications, addenda, amendments or modifications and other related contract documents between CDI and Owner, and Vendor warrants all such goods or services against defects in materials or workmanship for all of any period of time CDI is obligated to Owner to warrant against defects in materials and workmanship; and in no event shall such warranty be for a period less than one (1) year from the date of substantial completion evidenced by the Certificate of Substantial Completion.
13. Vendor agrees that in the event of any delay in providing the materials, equipment, or services to be provided hereunder shall constitute a material breach of this Purchase Order and that in addition to any other rights or remedies available to CDI, CDI shall be permitted to immediately terminate this Purchase Order and procure such materials, equipment, or services from an alternative source. Termination pursuant to the foregoing provision shall not relieve Vendor of any liability resulting from the delay necessitating the termination including, but not limited to, the cost of cover or of securing replacement goods or such consequential damages as may be caused by Vendor's breach or default. Time is of the essence as to Vendor's performance herein. Vendor shall perform according to the latest revisions to the CDI Project Schedule and in a manner not to delay other contractors or subcontractors.
14. The term of this Purchase Order is for the duration of the project.
15. The occurrence of any of the following acts or events shall constitute a material breach of this Purchase Order, entitling the non-breaching party to all remedies available at law, including but not limited to termination of this Purchase Order: (a) either party fails to substantially perform any of its material obligations under this Purchase Order and does not cure such failure within thirty (30) days of written notice of the same, or if such failure is not curable or such period of cure would cause CDI to default in its obligations to Owner under the contract documents, upon failure to comply with a material obligation of this Purchase Order; (b) either party becomes insolvent, admits in writing its inability to pay its debts as they mature, files a petition in bankruptcy, makes an assignment for the benefit of creditors, or has an involuntary petition under any bankruptcy laws filed against it which is not dismissed within thirty (30) days. In the event of such termination, CDI shall be obligated to pay only the contract price of goods delivered or services performed prior to the effective date of termination.
16. CDI may terminate this Purchase Order for its convenience upon notification to Vendor no less than thirty (30) days prior to shipment. CDI's maximum liability to Vendor shall be (1) any unpaid balance for product ordered by and delivered to CDI and services performed prior to Vendor's receipt of the termination notice; (2) a restocking charge not to exceed ten percent (10%) of the purchase price of the affected order.
17. Vendor shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents, servants, subcontractors, independent contractors or contractors of Vendor at any of CDI's sites or the project. Vendor shall maintain commercially reasonable levels of insurance acceptable to CDI against general liability and property damage and such levels of workman's compensation or similar insurance as may be required by applicable statute.
18. The Purchase Order amount is inclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales taxes, receipts, gross income, occupation, use and similar taxes. Where applicable and agreed to by CDI, any tax or taxes will be added to the invoice as a separate charge to be paid by CDI.



PURCHASE ORDER NO:

REFERENCE NO:

CDI CONTRACTORS, LLC
3000 CANTRELL ROAD
Little Rock, Arkansas 72202

Page 6 of 6

January 24, 2023

To: _____ **Vendor #:** _____

Attn:
Email Address:
Phone:

Job Title: Legends Casino (020801)

19. Vendor hereby agrees to indemnify, defend and hold harmless CDI from all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties), arising out of (a) the negligence or intentional misconduct of Vendor, its employees, agents, representatives or subcontractors, (b) Vendor's warranties, representation, covenants and agreements set forth in this Purchase Order, and (c) any damage to property and injuries (including death) to any person caused by Vendor, its employees, agents, representatives or subcontractors.
20. These terms reflect the complete agreement of the parties, and all prior proposals, agreements and understandings, oral or written, are superseded by these terms. Modification or alteration of these terms must be in writing and signed by an authorized representative of vendee. Vendor's shipment of goods to vendee shall be deemed acceptance of these terms. CDI objects to additional or different terms and conditions in any Vendor documentation or correspondence and specifically denies and repudiates the same, and those additional or different terms are of no force or effect whatsoever. Vendor agrees that if the terms of the Vendor's invoice do not agree with this Purchase Order, CDI's payment shall not be deemed acceptance of Vendor's invoice terms to the extent Vendor's invoice adds new or additional or conflicting terms with this Purchase Order and the terms and conditions of this Purchase Order shall control as between Vendor and CDI.

INSURANCE REQUIREMENTS

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

INSURANCE REQUIREMENTS

The Subcontractor shall not knowingly, except by agreement or instruction of the CM in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required herein to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

Insurance

A. Contractor's Liability Insurance. Subcontractor will carry or cause to be carried and maintained in force throughout the entire term of this Contract insurance coverage as described below with insurance companies acceptable to CM and Owner. The limits set forth below are minimum limits and will not be construed to limit Subcontractor's liability. Except as provided for in the Subcontract, all costs and deductible amounts will be the sole responsibility of Subcontractor.

- 1) Worker's Compensation. Worker's Compensation insurance complying with the laws of the state or states having jurisdiction over each employee, whether or not Subcontractor is required by such laws to maintain such insurance, and Employer's Liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
- 2) General Liabilities. Commercial or Comprehensive General Liability insurance on an occurrence form with limits not less than:
 - \$2,000,000 Per Occurrence
 - \$4,000,000 General Aggregate
 - \$4,000,000 Products/Completed Operations Aggregate
 - \$2,000,000 Personal and Advertising Injury

At a minimum, coverage shall include bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted. Aggregate limits shall apply separately to the Project (Per Project Aggregate). As respects Contractor's General Liability coverage, the following endorsements, or their equivalents, are prohibited:

Contractual Liability Limitation: ISO CG 21 39
Amendment of Insured Contract Definition: ISO CG 24 26
Exclusion-Damage to Work Performed by Subcontractors on Your Behalf: ISO CG 22 94 or CG 22 95
Exclusion-Explosion, Collapse, and Underground (XCU)
Property Damage Hazard: ISO CG 21 42 or CG 21 43
Any "Insured vs Insured" exclusion

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

INSURANCE REQUIREMENTS

Any Subsidence exclusion

- 3) Automobile. Automobile liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned and hired vehicles.
- 4) Umbrella Liability. Umbrella liability insurance with limits no less than \$25,000,000 per occurrence and \$25,000,000 in the aggregate. Such insurance shall follow form, be excess over, and no less broad than all coverages described in Subparagraphs (1), (2), and (3) above. Drop-down coverage shall be included for the reduction and/or exhaustion of underlying aggregate limits.
- 5) Professional Liability. Professional Liability Insurance covering Contractor's negligent acts, errors and omissions in its performance of the Work with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate. Insurance shall be maintained and evidence of insurance shall be provided for at least five (5) years after completion of the Work.
- 6) Pollution Liability. Pollution liability insurance with limits not less than \$5,000,000 each loss and \$5,000,000 annual aggregate. Coverage shall include third party liability for bodily injury, property damage, clean up expenses, and defense arising from the Contractor's operations and contractual liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2023

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

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

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME:	Stephanie Lively		
	PHONE (A/C. No. Ext):	(501) 377-3445	FAX (A/C. No.):	(501) 210-4627
	E-MAIL ADDRESS:	stephanie.lively@stephens.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Exact Name of Insurance Company			
INSURED Subcontractor's name & mailing address	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 73151427

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> XCU is not excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Show Policy # Contractual Liab. Does Not Contain Separate Limiting Endorsements			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 Minimum AGGREGATE \$ 1,000,000 Minimum Show Max Limit Carried \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	WC policy has been endorsed to specifically incl. state in which the project is located.			State of _____			

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

Project: (Describe Project and Give Project # Here); CDI Contractors, LLC and all operating divisions and project Owner are Additional Insureds under the General Liability (on a primary & non-contributory basis), Auto Liability & Excess Liability as required by written contract. A Waiver of Subrogation in their favor applies to the General Liability, Auto Liability, Excess Liability and Workers Compensation where allowed by law. Cancellation Notice to CDI Contractors as required by written contract. Attach copies of Additional Insured Endorsement(s) on form CG2038 (12/19) for ongoing operations and form CG2040 (12/19) for completed operations or equivalent(s).

CERTIFICATE HOLDER

Sample Subcontract Certificate

CDI Contractors, LLC and all operating divisions
3000 Cantrell Road
Little Rock AR 72202-2010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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LIST OF PROJECT DOCUMENTS

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

List of Project Documents

<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
<u>Civil:</u>		
G-001	Cover Sheet	Aug 7, 2023
C-001	Overall Existing Conditions Plan	Aug 7, 2023
C-002	Existing Conditions Plan 1	Aug 7, 2023
C-003	Existing Conditions Plan 2	Aug 7, 2023
C-004	Existing Conditions Plan 3	Aug 7, 2023
C-011	Demolition Plan Sector 1	Aug 7, 2023
C-012	Demolition Plan Sector 2	Aug 7, 2023
C-013	Demolition Plan Sector 3	Aug 7, 2023
C-100	Overall Site Plan	Aug 7, 2023
C-101	Site Plan Sector 1	Aug 7, 2023
C-102	Site Plan Sector 2	Aug 7, 2023
C-103	Site Plan Sector 3	Aug 7, 2023
C-111	Utility Plan Sector 1	Aug 7, 2023
C-112	Utility Plan Sector 2	Aug 7, 2023
C-113	Utility Plan Sector 3	Aug 7, 2023
C-114	Utility Plan Detail	Aug 7, 2023
C-121	Grading Plan Sector 1	Aug 7, 2023
C-122	Grading Plan Sector 2	Aug 7, 2023
C-123	Grading Plan Sector 3	Aug 7, 2023
C-124	Grading Detail	Aug 7, 2023
C-125	Grading Detail 2	Aug 7, 2023
C-126	Detention Pond Detail	Aug 7, 2023
C-131	Erosion Control Plan Sector 1	Aug 7, 2023
C-132	Erosion Control Plan Sector 2	Aug 7, 2023
C-133	Erosion Control Plan Sector 3	Aug 7, 2023
C-201	Sanitary Sewer Profile 1	Aug 7, 2023
C-202	Sanitary Sewer Profile 2	Aug 7, 2023
C-203	Sanitary Sewer Profile 3	Aug 7, 2023
C-204	Sanitary Sewer Profile 4	Aug 7, 2023
C-205	Sanitary Sewer Profile 5	Aug 7, 2023
C-206	Sanitary Sewer Profile 6	Aug 7, 2023
C-207	Sanitary Sewer Profile 7	Aug 7, 2023
C-208	Sanitary Sewer Profile 8	Aug 7, 2023
C-209	Sanitary Sewer Profile 9	Aug 7, 2023
C-211	Storm Sewer Profile 1	Aug 7, 2023
C-212	Storm Sewer Profile 2	Aug 7, 2023
C-213	Storm Sewer Profile 3	Aug 7, 2023
C-214	Storm Sewer Profile 4	Aug 7, 2023
C-215	Storm Sewer Profile 5	Aug 7, 2023
C-216	Storm Sewer Profile 6	Aug 7, 2023
C-217	Storm Sewer Profile 7	Aug 7, 2023

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

List of Project Documents

<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
C-218	Storm Sewer Profile 8	Aug 7, 2023
C-219	Storm Sewer Profile 9	Aug 7, 2023
C-220	Storm Sewer Profile 10	Aug 7, 2023
C-221	Storm Sewer Profile 11	Aug 7, 2023
C-222	Storm Sewer Profile 12	Aug 7, 2023
C-223	Storm Sewer Profile 13	Aug 7, 2023
C-224	Storm Sewer Profile 14	Aug 7, 2023
C-225	Storm Sewer Profile 15	Aug 7, 2023
C-226	Storm Sewer Profile 16	Aug 7, 2023
C-227	Storm Sewer Profile 17	Aug 7, 2023
C-228	Storm Sewer Profile 18	Aug 7, 2023
C-250	Hob Nob Rd Plan & Profile 1	Aug 7, 2023
C-251	Hob Nob Rd Plan & Profile 2	Aug 7, 2023
C-252	Gravel Road Plan & Profile	Aug 7, 2023
C-401	Joint Layout Plan	Aug 7, 2023
C-402	Signage Plan 1	Aug 7, 2023
C-403	Signage Plan 2	Aug 7, 2023
C-500	Paving Plan	Aug 7, 2023
C-501	Civil Details	Aug 7, 2023
C-502	Civil Details 2	Aug 7, 2023
C-503	Civil Details 3	Aug 7, 2023
C-504	Civil Details 4	Aug 7, 2023
C-510	Utility Details 1	Aug 7, 2023
C-511	Utility Details 2	Aug 7, 2023
C-512	Utility Details 3	Aug 7, 2023
C-513	Utility Details 4	Aug 7, 2023
C-514	Utility Details 5	Aug 7, 2023
C-801	Maintenance of Traffic	Aug 7, 2023
 <u>General:</u>		
G-0001	Cover Sheet	July 25, 2023
G-0020	Drawing List	July 25, 2023
G-0021	Drawing List	July 25, 2023
G-0030	Abbreviations, Symbols, Sheet Numbering	July 25, 2023
G-0040	Accessibility Standards	July 25, 2023
G-0041	Accessibility Standards	July 25, 2023
G-0050	Interior Device Color Schedule	July 25, 2023
G-0051	Interior Device Color Schedule	July 25, 2023
 <u>Life Safety:</u>		
LS-0010	Code Analysis	July 25, 2023
LS-0020	Occupant Load and Exit Analysis	July 25, 2023

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

List of Project Documents

<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
LS-0030	Fireproofing Plan	July 25, 2023
LS-1000	Life Safety Site Plan	July 25, 2023
LS-1100	Life Safety Plan – Level 1	July 25, 2023
LS-1200	Life Safety Plan – Level 2	July 25, 2023
LS-1300	Life Safety – Guestroom Levels	July 25, 2023
 <u>Architectural General:</u>		
AG-0001	Architectural Site Plan	July 25, 2023
AG-1100	Architectural Reference Plan – Level 1	July 25, 2023
AG-1101	Architectural Reference Plan – Access Floor Extent	July 25, 2023
AG-1200	Architectural Reference Plan – Level 2	July 25, 2023
AG-1900	Roof Plan - Overall	July 25, 2023
 <u>Structural:</u>		
S-0001	Abbreviations and Legend	July 25, 2023
S-0002	General Structural Notes	July 25, 2023
S-0003	Special Inspection Tables	July 25, 2023
S-1100	Overall Foundation-Bore Locations	July 25, 2023
S-1110	Foundation Plan - Level 1 - Area A	July 25, 2023
S-1120	Foundation Plan - Level 1 - Area B & H	July 25, 2023
S-1130	Foundation Plan - Level 1 - Area C	July 25, 2023
S-1140	Foundation Plan - Level 1 - Area D	July 25, 2023
S-1150	Foundation Plan - Level 1 - Area E	July 25, 2023
S-1160	Foundation Plan - Level 1 - Area F	July 25, 2023
S-1180	Foundation Plan - Level 01 - Area H	July 25, 2023
S-1220	Floor Framing Plan - Level 2 - Area B	July 25, 2023
S-1250	Floor and Low Roof Framing Plan - Level 2 - Area E	July 25, 2023
S-1280	Floor Slab Plan and Roof Framing Plan - Level 02 - Area H & P	July 25, 2023
S-1281	Floor Framing Plan - Level 02 - Area H	July 25, 2023
S-1310	Roof Framing Plan - Level Roof - Area A	July 25, 2023
S-1320	Roof Framing Plan - Level Roof - Area B	July 25, 2023
S-1330	Roof Framing Plans - Level Roof - Area C	July 25, 2023
S-1340	Roof Framing Plan - Level Roof - Area D	July 25, 2023
S-1350	Roof Framing Plan - Level Roof - Area E	July 25, 2023
S-1360	Roof Framing Plan - Level Roof - Area F	July 25, 2023
S-1361	Event Center Rigging Plan - Level Roof - Area F	July 25, 2023
S-1380	Floor Slab Plans - Level 03 - Area H	July 25, 2023
S-1480	Floor Slab Plans - Level 04 - Area H	July 25, 2023
S-1481	Floor Slab Plans - Level 05 - Area H	July 25, 2023
S-1482	Floor Slab Plans - Level 06 - Area H	July 25, 2023
S-1780	Floor Slab Plans - Level 07 - Area H	July 25, 2023
S-1781	Floor Slab Plans - Level 08 - Area H	July 25, 2023

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

List of Project Documents

<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
S-1782	Floor Slab Plans - Level 09 - Area H	July 25, 2023
S-1880	Floor Slab Plans - Level 10 - Area H	July 25, 2023
S-1980	Floor Slab Plans - Level 11 - Area H	July 25, 2023
S-1981	Roof And High Roof Framing Plans - Level Roof - Area H	July 25, 2023
S-2011	Concrete Shearwall Elevations	July 25, 2023
S-2012	Concrete Shearwall & Misc Elevations	July 25, 2023
S-2013	Elevations	July 25, 2023
S-3011	Building Sections	July 25, 2023
S-3012	Building Sections	July 25, 2023
S-3013	Building Sections	July 25, 2023
S-3014	Building Sections	July 25, 2023
S-3015	Building Sections	July 25, 2023
S-3016	Building Sections	July 25, 2023
S-3017	Building Sections	July 25, 2023
S-3018	Building Sections	July 25, 2023
S-3019	Building Sections	July 25, 2023
S-3110	Deep Foundation Sections	July 25, 2023
S-3111	Foundation Sections	July 25, 2023
S-3112	Foundation Sections	July 25, 2023
S-3211	Floor Framing Sections	July 25, 2023
S-3212	Floor Framing Sections	July 25, 2023
S-3311	Roof Framing Sections	July 25, 2023
S-3312	Roof Framing Sections	July 25, 2023
S-3313	Roof Framing Sections	July 25, 2023
S-3314	Roof Framing Sections	July 25, 2023
S-3315	Roof Framing Sections	July 25, 2023
S-4010	Enlarged Plans	July 25, 2023
S-4011	Enlarged Plan	July 25, 2023
S-4012	Enlarged Plans	July 25, 2023
S-4020	Enlarged East Stair Plans At Hotel	July 25, 2023
S-4021	Enlarged West Stair Plans At Hotel	July 25, 2023
S-4022	Enlarged Plans	July 25, 2023
S-4023	Enlarged Plans And Details At Hotel	July 25, 2023
S-4024	Enlarged Stair Plans	July 25, 2023
S-5110	Typical Foundation Details	July 25, 2023
S-5111	Deep Foundation Details	July 25, 2023
S-5210	Concrete Framing Details	July 25, 2023
S-5310	Masonry Framing Sections And Details	July 25, 2023
S-5410	Steel Details	July 25, 2023
S-5411	Steel Details	July 25, 2023
S-5420	Steel Joist Details & Truss Elevations	July 25, 2023
S-5421	Truss Connection Details	July 25, 2023

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

List of Project Documents

<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
S-5510	Lateral Sheathing Details	July 25, 2023
S-5610	Vertical Circulation Sections And Details	July 25, 2023
S-5611	Typical Vertical Circulation Details	July 25, 2023
S-6001	Schedules	July 25, 2023
S-6002	Schedules	July 25, 2023
S-7011	Typical Concrete Details	July 25, 2023
S-7031	Typical Masonry Details	July 25, 2023
S-7041	Typical Post Tensioned Sections And Details	July 25, 2023
S-7310	Typical Cold-Formed Details	July 25, 2023
S-7410	Typical Steel Details	July 25, 2023
S-7420	Typical Steel Details	July 25, 2023
 <u>Architectural Edge:</u>		
AE-1110	Architectural Edge Plan - Level 1 - Area A	July 25, 2023
AE-1120	Architectural Edge Plan - Level 1 - Area B	July 25, 2023
AE-1130	Architectural Edge Plan - Level 1 - Area C	July 25, 2023
AE-1140	Architectural Edge Plan - Level 1 - Area D	July 25, 2023
AE-1150	Architectural Edge Plan - Level 1 - Area E	July 25, 2023
AE-1160	Architectural Edge Plan - Level 1 - Area F	July 25, 2023
AE-1280	Architectural Edge Plan - Level 2 - Area H	July 25, 2023
AE-1380	Architectural Edge Plans - Levels 3 and 4 - Area H	July 25, 2023
AE-1480	Architectural Edge Plan - Level 11 - Area H	July 25, 2023
AE-1980	Architectural Edge Plan - Level 12 (Roof) - Area H	July 25, 2023
AE-3400	Enlarged Architectural Edge Plan - Edge Bar	July 25, 2023
 <u>Architectural:</u>		
A-0010	General Notes, Legends & BOH Finish Schedule	July 25, 2023
A-1110	Floor Plan - Level 1 - Area A	July 25, 2023
A-1112	Finish Floor Plan - Level 1 - Area A	July 25, 2023
A-1120	Floor Plan - Level 1 - Area B	July 25, 2023
A-1122	Finish Floor Plan - Level 1 - Area B	July 25, 2023
A-1130	Floor Plan - Level 1 - Area C	July 25, 2023
A-1132	Finish Floor Plan - Level 1 - Area C	July 25, 2023
A-1140	Floor Plan - Level 1 - Area D	July 25, 2023
A-1142	Finish Floor Plan - Level 1 - Area D	July 25, 2023
A-1150	Floor Plan - Level 1 - Area E	July 25, 2023
A-1152	Finish Floor Plan - Level 1 - Area E	July 25, 2023
A-1160	Floor Plan - Level 1 - Area F	July 25, 2023
A-1162	Finish Floor Plan - Level 1 - Area F	July 25, 2023
A-1280	Floor Plan - Level 2 - Area H	July 25, 2023
A-1281	Finish Floor Plan - Level 2 - Area H	July 25, 2023
A-1380	Floor Plans - Level 3 and 4 - Area H	July 25, 2023

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<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
A-1480	Floor Plans - Level 5 & 11 - Area H	July 25, 2023
A-1910	Roof Plan - Area A	July 25, 2023
A-1920	Roof Plan - Area B	July 25, 2023
A-1930	Roof Plan - Area C	July 25, 2023
A-1940	Roof Plan - Area D	July 25, 2023
A-1950	Roof Plan - Area E	July 25, 2023
A-1960	Roof Plan - Area F	July 25, 2023
A-1980	Roof Plan - Area H	July 25, 2023
A-2110	RCP - Level 1 - Area A	July 25, 2023
A-2120	RCP - Level 1 - Area B	July 25, 2023
A-2130	RCP - Level 1 - Area C	July 25, 2023
A-2140	RCP - Level 1 - Area D	July 25, 2023
A-2150	RCP - Level 1 - Area E	July 25, 2023
A-2160	RCP - Level 1 - Area F	July 25, 2023
A-2280	RCP - Level 2 - Area H	July 25, 2023
A-2380	RCP - Level 3 & 4- Area H	July 25, 2023
A-2480	RCP - Level 5 and Level 11 - Area H	July 25, 2023
A-3000	Enlarged Floor Plans & Sections - Stair HS-1	July 25, 2023
A-3001	Enlarged Floor Plans & Sections - Stair HS-2	July 25, 2023
A-3002	Enlarged Sections - Hotel Elevator Core	July 25, 2023
A-3003	Enlarged Plans & Sections - Edge Bar Stair / Elevator	July 25, 2023
A-3004	Enlarged Floor Plans & Sections - BOH Stair & Elevator	July 25, 2023
A-3008	Stair Details	July 25, 2023
A-3009	Elevator / Linen Chute Details	July 25, 2023
A-3010	Porte Cochere Floor Plan, Finish Plan, RCP, Roof Plan	July 25, 2023
A-3011	Pool Equipment Building	July 25, 2023
A-3012	Pre-Manufactured Guard Station	July 25, 2023
A-3013	Pre-Manufactured Metal Canopies	July 25, 2023
A-3014	Pre-Manufactured Metal Canopies	July 25, 2023
A-3110	Enlarged Floor Plan - Central Kitchen, EDR	July 25, 2023
A-3112	Enlarged RCP - Central Kitchen, EDR	July 25, 2023
A-3120	Enlarged Floor Plan - Steakhouse Kitchen	July 25, 2023
A-3130	Enlarged Floor Plan - BOH Restrooms	July 25, 2023
A-3131	Enlarged Floor Plan - BOH Restrooms	July 25, 2023
A-3210	Enlarged Plans - Player Services	July 25, 2023
A-3220	Enlarged Floor Plan - High Limit	July 25, 2023
A-3221	Enlarged Finish Floor Plan - High Limit	July 25, 2023
A-3222	Enlarged RCP - High Limit	July 25, 2023
A-3230	Enlarged Floor and Finish Plan - Poker Room	July 25, 2023
A-3232	Enlarged RCP - Poker Room	July 25, 2023
A-3300	Enlarged Floor Plans - FOH Restrooms	July 25, 2023
A-3301	Enlarged Finish Floor Plans - FOH Restrooms	July 25, 2023

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A-3302	Enlarged RCP's - FOH Restrooms	July 25, 2023
A-3303	Enlarged Accessory Plans - FOH Restrooms	July 25, 2023
A-3304	Enlarged Plans - Vestibule, Security/ EMT, E Room, Bev Station	July 25, 2023
A-3400	Enlarged Floor Plan - Edge Bar	July 25, 2023
A-3401	Enlarged Finish Floor Plan - Edge Bar	July 25, 2023
A-3402	Enlarged RCP - Edge Bar Setout	July 25, 2023
A-3403	Enlarged RCP - Edge Bar	July 25, 2023
A-3410	Enlarged Floor Plan - Steakhouse	July 25, 2023
A-3411	Enlarged Finish Floor Plan & Accessory Plan – Steakhouse	July 25, 2023
A-3412	Enlarged RCP - Steakhouse	July 25, 2023
A-3420	Enlarged Floor Plan - Sportsbook	July 25, 2023
A-3421	Enlarged Finish Floor Plan - Sportsbook	July 25, 2023
A-3422	Enlarged RCP – Sportsbook	July 25, 2023
A-3430	Enlarged Floor Plan - Food Hall	July 25, 2023
A-3431	Enlarged Finish Floor Plan - Food Hall	July 25, 2023
A-3432	Enlarged RCP - Food Hall	July 25, 2023
A-3500	Enlarged Floor Plan - Prefunction, Prefunction Bar, Pool Bar	July 25, 2023
A-3501	Enlarged Finish Floor Plan - Prefunction Bar, Pool Bar	July 25, 2023
A-3502	Enlarged RCP - Prefunction, Prefunction Bar, Pool Bar	July 25, 2023
A-3510	Enlarged Floor Plan - Event Center	July 25, 2023
A-3511	Enlarged Finish Plan - Event Center	July 25, 2023
A-3512	Enlarged RCP - Event Center	July 25, 2023
A-3520	Enlarged Floor Plans - Green Room	July 25, 2023
A-3600	Enlarged Floor Plan - Spa and Fitness Center	July 25, 2023
A-3601	Enlarged RCP - Spa and Fitness Center	July 25, 2023
A-3800	Enlarged Floor Plan - Hotel Lobby, Reception, VIP Lounge	July 25, 2023
A-3801	Enlarged Finish Floor Plan - Hotel Lobby, Reception, VIP Lounge	July 25, 2023
A-3802	Enlarged RCP - Hotel Lobby, Reception, VIP Lounge	July 25, 2023
A-3803	Enlarged Floor Plan - Hotel Lobby Concourse	July 25, 2023
A-3804	Enlarged Finish Floor Plan - Hotel Lobby Concourse	July 25, 2023
A-3805	Enlarged RCP - Hotel Lobby Concourse	July 25, 2023
A-3830	Enlarged Plans - Banquet Sales and Business Center	July 25, 2023
A-3900	Guestroom Standards and General Notes	July 25, 2023
A-3901	Guestroom Accessibility Code Requirement Summary	July 25, 2023
A-3902	Guestroom Distribution Plans and Guestroom Matrix	July 25, 2023
A-3903	Enlarged Floor Plan - Elevators and Lobby	July 25, 2023
A-3904	Enlarged Floor Plan - Elevators and Lobby	July 25, 2023
A-3909	Enlarged Hotel Corridor Plans and Details	July 25, 2023
A-3910	Enlarged Guestroom Plans - King / King AGRS	July 25, 2023
A-3911	Enlarged Guestroom Plans - Queen / Queen AGRS	July 25, 2023
A-3920	Enlarged Guestroom Plans - Junior Suite / Junior Suite AGRS	July 25, 2023
A-3921	Enlarged Guestroom Plans - 2 Bay Suite / 2 Bay Suite AGRS	July 25, 2023

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<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
A-3930	Bathroom Plans & Elevations - Typ/Typ AGRS/Jr Suite/Jr Suite AGRS	July 25, 2023
A-3931	Bathroom Plans & Elevations - 2 Bay Suite / 2 Bay Suite AGRS	July 25, 2023
A-3940	Enlarged Guestroom Elevations	July 25, 2023
A-3941	Enlarged Guestroom Elevations	July 25, 2023
A-3960	Details – Guestrooms	July 25, 2023
A-3961	Details - Guestrooms	July 25, 2023
A-3962	Details - Guestroom Casework	July 25, 2023
A-4000	Exterior Elevations - Overall	July 25, 2023
A-4001	Exterior Elevations – Overall	July 25, 2023
A-4002	Exterior Elevations - Overall	July 25, 2023
A-4010	Exterior Elevations	July 25, 2023
A-4011	Exterior Elevations	July 25, 2023
A-4012	Exterior Elevations	July 25, 2023
A-4013	Exterior Elevations	July 25, 2023
A-4014	Exterior Elevations	July 25, 2023
A-4015	Exterior Elevations	July 25, 2023
A-4016	Exterior Elevations	July 25, 2023
A-4017	GFRC Panel Elevation Layout	July 25, 2023
A-4018	GFRC Panel Elevation Layout	July 25, 2023
A-4019	GFRC Panel Elevation Layout	July 25, 2023
A-4020	GFRC Panel Elevation Layout	July 25, 2023
A-4021	GFRC Panel Elevation Layout	July 25, 2023
A-4050	Interior Elevations - Typical Wall Schedule	July 25, 2023
A-4100	Interior Elevations - Back of House - Restrooms	July 25, 2023
A-4101	Interior Elevations - Back of House	July 25, 2023
A-4102	Interior Elevations - Back of House	July 25, 2023
A-4103	Interior Elevations - Back of House	July 25, 2023
A-4200	Interior Elevations - Typical Gaming	July 25, 2023
A-4210	Interior Elevations - Player Services	July 25, 2023
A-4220	Interior Elevations - High Limit	July 25, 2023
A-4221	Interior Elevations - High Limit	July 25, 2023
A-4230	Interior Elevations - Poker Room	July 25, 2023
A-4231	Interior Elevations - Poker Room	July 25, 2023
A-4300	Interior Elevations - FOH Restrooms	July 25, 2023
A-4301	Interior Elevations - FOH Restrooms	July 25, 2023
A-4400	Interior Elevations - Edge Bar	July 25, 2023
A-4401	Interior Elevations - Edge Bar	July 25, 2023
A-4402	Interior Elevations - Edge Bar	July 25, 2023
A-4410	Interior Elevations – Steakhouse	July 25, 2023
A-4411	Interior Elevations – Steakhouse	July 25, 2023
A-4420	Interior Elevations – Sportsbook	July 25, 2023
A-4421	Interior Elevations - Sportsbook	July 25, 2023

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<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
A-4430	Interior Elevations - Food Hall	July 25, 2023
A-4431	Interior Elevations - Food Hall	July 25, 2023
A-4432	Interior Elevations - Food Hall	July 25, 2023
A-4433	Interior Elevations - Food Hall	July 25, 2023
A-4500	Interior Elevations – Prefunction	July 25, 2023
A-4501	Interior Elevations - Prefunction, Prefunction Bar	July 25, 2023
A-4502	Interior Elevations - Service Bar, Vestibule	July 25, 2023
A-4510	Interior Elevations - Event Center	July 25, 2023
A-4511	Interior Elevations - Event Center	July 25, 2023
A-4512	Interior Elevations - Event Center	July 25, 2023
A-4520	Interior Elevations - Green Room	July 25, 2023
A-4600	Interior Elevations - Spa and Fitness Center	July 25, 2023
A-4700	Interior Elevations - Pool Bar	July 25, 2023
A-4800	Interior Elevations - Hotel Lobby, Reception, VIP Lounge	July 25, 2023
A-4801	Interior Elevations - Hotel Lobby, Reception, VIP Lounge	July 25, 2023
A-4802	Interior Elevations - Hotel Lobby, Reception, VIP Lounge	July 25, 2023
A-4803	Interior Elevations - Hotel Lobby – Concourse	July 25, 2023
A-4900	Enlarged Corridor/Lobby Elevations	July 25, 2023
A-4901	Enlarged Corridor/Lobby Details	July 25, 2023
A-5000	Building Sections	July 25, 2023
A-5001	Building Sections	July 25, 2023
A-5010	Wall Sections - Exterior	July 25, 2023
A-5011	Wall Sections – Exterior	July 25, 2023
A-5012	Wall Sections – Exterior	July 25, 2023
A-5013	Wall Sections – Exterior	July 25, 2023
A-5014	Wall Sections - Exterior	July 25, 2023
A-5015	Wall Sections – Exterior	July 25, 2023
A-5016	Wall Sections - Exterior	July 25, 2023
A-5017	Wall Sections – Exterior	July 25, 2023
A-5018	Wall Sections - Exterior	July 25, 2023
A-5019	Wall Sections – Exterior	July 25, 2023
A-5020	Wall Sections - Exterior	July 25, 2023
A-5021	Wall Sections – Exterior	July 25, 2023
A-5022	Wall Sections - Exterior	July 25, 2023
A-5023	Wall Sections – Exterior	July 25, 2023
A-5050	Section Details - Exterior	July 25, 2023
A-5051	Section Details – Exterior	July 25, 2023
A-5052	Section Details - Exterior	July 25, 2023
A-5053	Section Details – Exterior	July 25, 2023
A-5054	Section Details - Exterior	July 25, 2023
A-5055	Section Details – Exterior	July 25, 2023
A-5056	Section Details - Exterior	July 25, 2023

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<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
A-5057	Section Details – Exterior	July 25, 2023
A-6000	Plan Details - Exterior	July 25, 2023
A-6001	Plan Details – Exterior	July 25, 2023
A-6002	Plan Details - Exterior	July 25, 2023
A-6003	Plan Details – Exterior	July 25, 2023
A-6004	Plan Details - Exterior	July 25, 2023
A-6005	Plan Details – Exterior	July 25, 2023
A-6006	Plan Details - Exterior	July 25, 2023
A-6007	Plan Details – Exterior	July 25, 2023
A-6008	Plan Details - Exterior	July 25, 2023
A-6009	Plan Details – Exterior	July 25, 2023
A-6020	Typical Roof Details	July 25, 2023
A-6021	Typical Roof Details	July 25, 2023
A-6022	Typical Details - Exterior	July 25, 2023
A-6050	Partition Types, Tag Key, Legend, General Notes & Requirements	July 25, 2023
A-6051	Typical Partition Head Types	July 25, 2023
A-6052	Typical Details – Interior	July 25, 2023
A-6053	Typical Details - Interior	July 25, 2023
A-6057	Typical Details – Interior	July 25, 2023
A-6100	Details - Back of House	July 25, 2023
A-6200	Details - Typical Gaming	July 25, 2023
A-6210	Details - Player Services	July 25, 2023
A-6220	Details - High Limit	July 25, 2023
A-6230	Details - Poker Room	July 25, 2023
A-6300	Details - FOH Restrooms	July 25, 2023
A-6400	Details - Edge Bar	July 25, 2023
A-6401	Details - Edge Bar	July 25, 2023
A-6402	Details - Edge Bar	July 25, 2023
A-6403	Details - Edge Bar	July 25, 2023
A-6404	Details - Edge Bar	July 25, 2023
A-6405	Details - Edge Bar	July 25, 2023
A-6410	Details - Steakhouse	July 25, 2023
A-6411	Details – Steakhouse	July 25, 2023
A-6412	Details - Steakhouse	July 25, 2023
A-6413	Details – Steakhouse	July 25, 2023
A-6414	Details - Steakhouse	July 25, 2023
A-6420	Details – Sportsbook	July 25, 2023
A-6421	Details - Sportsbook	July 25, 2023
A-6422	Details – Sportsbook	July 25, 2023
A-6430	Details - Food Hall	July 25, 2023
A-6431	Details - Food Hall	July 25, 2023
A-6432	Details - Food Hall	July 25, 2023

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<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
A-6433	Details - Food Hall	July 25, 2023
A-6500	Details - Prefunction	July 25, 2023
A-6501	Details – Prefunction	July 25, 2023
A-6502	Details - Prefunction	July 25, 2023
A-6510	Details - Event Center	July 25, 2023
A-6511	Details - Event Center	July 25, 2023
A-6512	Details - Event Center	July 25, 2023
A-6600	Details - Spa	July 25, 2023
A-6610	Details - Fitness Center	July 25, 2023
A-6700	Details - Pool Bar	July 25, 2023
A-6800	Details - Hotel Lobby, Reception, VIP Lounge	July 25, 2023
A-6801	Details - Hotel Lobby, Reception, VIP Lounge	July 25, 2023
A-6802	Details - Hotel Lobby, Reception, VIP Lounge	July 25, 2023
A-8000	Door Schedule	July 25, 2023
A-8001	Door Schedule	July 25, 2023
A-8010	Door and Frame Types	July 25, 2023
A-8020	Door Details	July 25, 2023
A-8021	Door Details	July 25, 2023
A-8100	Glazing and Opening Elevations	July 25, 2023
A-8101	Glazing and Opening Elevations	July 25, 2023
A-8102	Glazing and Opening Elevations	July 25, 2023
A-8104	Glazing and Opening Elevations	July 25, 2023
A-8103	Glazing and Opening Elevations	July 25, 2023
A-8105	Glazing and Opening Elevations	July 25, 2023
A-8106	Glazing and Opening Elevations – Interior	July 25, 2023
A-8110	Glazing and Opening Details	July 25, 2023
A-8200	Transitions, Wall Protection, and Trim Profiles	July 25, 2023
A-8201	Trim Schedule	July 25, 2023
A-8202	Corner Guard Schedule	July 25, 2023
A-8300	Accessory Schedule	July 25, 2023
 <u>Fire Protection:</u>		
FP-0010	Fire Protection Title Sheet	July 25, 2023
FP-0101	Fire Suppression Zone Diagram – Level 1 - Overall	July 25, 2023
FP-0102	Proposed Sprinkler Zones – Level 1 – Overall	July 25, 2023
FP-0111	Fire Suppression Zone Diagram - Level 1 – Area A	July 25, 2023
FP-0121	Fire Suppression Zone Diagram – Level 1 – Area B	July 25, 2023
FP-0131	Fire Suppression Zone Diagram – Level 1 – Area C	July 25, 2023
FP-0141	Fire Suppression Zone Diagram – Level 1 – Area D	July 25, 2023
FP-0151	Fire Suppression Zone Diagram – Level 1 – Area E	July 25, 2023
FP-0161	Fire Suppression Zone Diagram – Level 1 – Area F	July 25, 2023
FP-0201	Fire Suppression Zone Diagram – Level 2 – Area H	July 25, 2023

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FP-0301	Fire Suppression Zone Diagram – Levels 3 & 4 – Area H	July 25, 2023
FP-0901	Fire Suppression Zone Diagram – Level 11 – Area H	July 25, 2023
FP-1201	Fire Protection Plan – Level 2 – Area H	July 25, 2023
FP-1301	Fire Protection Plan – Levels 3 & 4 – Area H	July 25, 2023
FP-1901	Fire Protection Plan – Level 11 – Area H	July 25, 2023
FP-3011	Pool Equipment Building Fire Protection Plan	July 25, 2023
FP-3901	Fire Protection Plan – Enlarged Fire Pump Room	July 25, 2023
FP-6001	Fire Protection Details & Schedules	July 25, 2023
FP-6002	Fire Pump Detail & Schedules	July 25, 2023
 <u>Plumbing:</u>		
P-0010	Plumbing Title Sheet	July 25, 2023
P-1100	Plumbing Site Utility Plan	July 25, 2023
P-1101	Plumbing Waste Plan – Level 1 – Overall	July 25, 2023
P-1102	Plumbing Supply Plan – Level 1 – Overall	July 25, 2023
P-1111	Plumbing Waste Plan – Level 1 – Area A	July 25, 2023
P-1112	Plumbing Supply Plan – Level 1 – Area A	July 25, 2023
P-1121	Plumbing Waste Plan – Level 1 – Area B	July 25, 2023
P-1122	Plumbing Supply Plan – Level 1 – Area B	July 25, 2023
P-1131	Plumbing Waste Plan – Level 1 – Area C	July 25, 2023
P-1132	Plumbing Supply Plan – Level 1 – Area C	July 25, 2023
P-1141	Plumbing Waste Plan – Level 1 – Area D	July 25, 2023
P-1142	Plumbing Supply Plan – Level 1 – Area D	July 25, 2023
P-1151	Plumbing Waste Plan – Level 1 – Area E	July 25, 2023
P-1152	Plumbing Supply Plan – Level 1 – Area E	July 25, 2023
P-1161	Plumbing Waste Plan – Level 1 – Area F	July 25, 2023
P-1162	Plumbing Supply Plan – Level 1 – Area F	July 25, 2023
P-1201	Hotel Waste & Supply Plan – Level 2 – Area H	July 25, 2023
P-1301	Hotel Waste & Supply Plan – Level 3 – Area H	July 25, 2023
P-1401	Hotel Waste & Supply Plan – Level 4 – Area H	July 25, 2023
P-1501	Hotel Waste & Supply Plan – Level 5 – Area H	July 25, 2023
P-1901	Hotel Waste & Supply Plan – Level 11 – Area H	July 25, 2023
P-1951	Plumbing Roof Plan	July 25, 2023
P-1952	Plumbing Roof Drain Zone Plan – Overall	July 25, 2023
P-1953	Plumbing Roof Drain Plan – Overall	July 25, 2023
P-3010	Porte Cochere/Pool Equipment Building Plumbing Plans	July 25, 2023
P-3101	Chiller & Boiler Plant – Mechanical Yard	July 25, 2023
P-3111	Enlarged Waste Plan – Central Kitchen & Food Hall	July 25, 2023
P-3112	Enlarge Supply Plan – Central Kitchen & Food Hall	July 25, 2023
P-3121	Enlarged Plumbing Plans – Steakhouse Kitchen	July 25, 2023
P-3122	Enlarged Plumbing Plans – Area D	July 25, 2023
P-3301	Enlarged Waste Plan – Gaming Restrooms	July 25, 2023

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P-3302	Enlarged Supply Plan – Gaming Restrooms	July 25, 2023
P-3311	Enlarged Plumbing Plan – Area B	July 25, 2023
P-3401	Enlarged Waste Plan – Edge Bar	July 25, 2023
P-3402	Enlarged Supply Plan – Edge Bar	July 25, 2023
P-3421	Enlarged Waste Plan – Sports Book	July 25, 2023
P-3422	Enlarged Supply Plan – Sports Book	July 25, 2023
P-3431	Enlarged Waste Plan – Food Hall	July 25, 2023
P-3432	Enlarged Supply Plan – Food Hall	July 25, 2023
P-3451	Enlarged Waste Plan – Prefunction	July 25, 2023
P-3452	Enlarged Supply Plan – Prefunction	July 25, 2023
P-3911	Enlarged Guestroom Plumbing Plans – King / King AGRS	July 25, 2023
P-3921	Enlarged Guestroom Plumbing Plans – Queen / Queen AGRS	July 25, 2023
P-3931	Enlarged Guestroom Plumbing Plans – Jr. Suite	July 25, 2023
P-3932	Enlarged Guestroom Plumbing Plans – Jr. Suite AGRS	July 25, 2023
P-3941	Enlarged Guestroom Plumbing Plans – 2 Bay Suite	July 25, 2023
P-3942	Enlarged Guestroom Plumbing Plans – 2 Bay Suite AGRS	July 25, 2023
P-5001	Plumbing Details	July 25, 2023
P-5002	Plumbing Details	July 25, 2023
P-5003	Siphonic Details	July 25, 2023
P-5004	Siphonic Details	July 25, 2023
P-5005	Siphonic Details	July 25, 2023
P-5006	Siphonic Details	July 25, 2023
P-5007	Siphonic Details	July 25, 2023
P-5008	Siphonic Details	July 25, 2023
P-5009	Siphonic Details	July 25, 2023
P-6001	Plumbing Schedules	July 25, 2023
P-6002	Plumbing Schedules	July 25, 2023
P-9101	Isometric Diagram – Waste & Vent	July 25, 2023
P-9102	Isometric Diagram – Overall Domestic Water	July 25, 2023
P-9103	Isometric Diagram – Storm Water	July 25, 2023
P-9111	Isometric Diagram – Waste & Vent – Area A	July 25, 2023
P-9121	Isometric Diagram – Waste & Vent – Area B	July 25, 2023
P-9131	Isometric Diagram – Waste & Vent – Area C	July 25, 2023
P-9141	Isometric Diagram – Waste & Vent – Area D	July 25, 2023
P-9151	Isometric Diagram – Waste & Vent – Area E	July 25, 2023
P-9161	Isometric Diagram – Waste & Vent – Area F	July 25, 2023
P-9171	Isometric Diagram – Waste & Vent – Area H	July 25, 2023
P-9301	Isometric Diagram – Gaming Restroom	July 25, 2023
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T-4007	ENLARGED REFLECTED CEILING PLANS	July 25, 2023
T-5001	TELECOM – STANDARD DETAILS	July 25, 2023
T-5002	TELECOM - STANDARD DETAILS	July 25, 2023
T-5003	TELECOM - STANDARD DETAILS	July 25, 2023
T-5101	ACCESS CONTROL SYSTEM - DOOR TYPES "D, H, & A"	July 25, 2023
T-5102	ACCESS CONTROL SYSTEM - DOOR TYPES "H CONT'D" & "C"	July 25, 2023
T-5103	CAMERA INSTALLATION DETAILS	July 25, 2023
T-5201	A/V DETAILS	July 25, 2023
T-5202	A/V DETAILS	July 25, 2023
T-5203	A/V DETAILS	July 25, 2023
T-5204	A/V DETAILS	July 25, 2023
T-5205	A/V DETAILS	July 25, 2023
T-5206	A/V DETAILS	July 25, 2023

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T-6101	ACCESS CONTROL SCHEDULE	July 25, 2023
T-6102	SECURITY CAMERA SCHEDULES	July 25, 2023
T-6103	SECURITY CAMERA SCHEDULES CONT'D	July 25, 2023
T-6201	A/V FUNCTIONALS	July 25, 2023
T-6202	A/V FUNCTIONALS	July 25, 2023
T-6203	A/V FUNCTIONALS	July 25, 2023
T-6204	A/V FUNCTIONALS	July 25, 2023
T-6205	A/V FUNCTIONALS	July 25, 2023
T-6206	A/V FUNCTIONALS	July 25, 2023
T-6207	A/V FUNCTIONALS	July 25, 2023
T-6208	A/V FUNCTIONALS	July 25, 2023
T-6209	A/V FUNCTIONALS	July 25, 2023
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FS-0001	Reference Floor Plan and Sheet Index	July 25, 2023
FS-0002	Equipment Construction Details	July 25, 2023
FS-1110	Equipment Plan - Edge Bar	July 25, 2023
FS-1111	Equipment Schedule - Edge Bar	July 25, 2023
FS-1112	Electrical Plan - Edge Bar	July 25, 2023
FS-1113	Plumbing Drain Plan - Edge Bar	July 25, 2023
FS-1114	Plumbing Plan - Edge Bar	July 25, 2023
FS-1115	Building Conditions - Edge Bar	July 25, 2023
FS-1116	Beverage Conduit Plan - Edge Bar	July 25, 2023
FS-1117	Refrigeration Plan - Edge Bar	July 25, 2023
FS-1118	Elevations - Edge Bar	July 25, 2023
FS-1210	Equipment Plan - Sports Book Bar & Casino Service Bar	July 25, 2023
FS-1211	Equipment Schedule - Sports Book Bar & Casino Service Bar	July 25, 2023
FS-1212	Electrical Plan - Sports Book Bar & Casino Service Bar	July 25, 2023
FS-1213	Plumbing Drain Plan- Sports Book Bar & Casino Service Bar	July 25, 2023
FS-1214	Plumbing Plan - Sports Book Bar & Casino Service Bar	July 25, 2023
FS-1215	Building Conditions - Sports Book Bar & Casino Service Bar	July 25, 2023
FS-1216	Beverage Conduit Plan - Sports Book Bar & Casino Service Bar	July 25, 2023
FS-1217	Refrigeration Plan - Sports Book Bar & Casino Service Bar	July 25, 2023
FS-1218	Elevations - Sports Book Bar & Casino Service Bar	July 25, 2023
FS-1310	Equipment Plan - High Limit Bar	July 25, 2023
FS-1311	Electrical Plan - High Limit Bar	July 25, 2023
FS-1312	Plumbing Drain Plan - High Limit Bar	July 25, 2023
FS-1313	Plumbing Plan - High Limit Bar	July 25, 2023
FS-1314	Building Conditions - High Limit Bar	July 25, 2023

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FS-1410	Equipment Plan - Steak House & Casino Service Bar	July 25, 2023
FS-1411	Equipment Schedule - Steak House & Casino Service Bar	July 25, 2023
FS-1412	Electrical Plan - Steak House & Casino Service Bar	July 25, 2023
FS-1413	Plumbing Drain Plan - Steak House & Casino Service Bar	July 25, 2023
FS-1414	Plumbing Plan - Steak House & Casino Service Bar	July 25, 2023
FS-1415	Building Conditions Plan - Steak House & Casino Service Bar	July 25, 2023
FS-1416	Beverage Conduit Plan - Steak House & Casino Service Bar	July 25, 2023
FS-1417	Refrigeration Plan - Steak House & Casino Service Bar	July 25, 2023
FS-1418	Elevations - Steak House & Casino Service Bar	July 25, 2023
FS-1510	Equipment Plan - Warehouse Receiving	July 25, 2023
FS-1511	Equipment Schedule - Warehouse Receiving	July 25, 2023
FS-1512	Electrical Plan - Warehouse Receiving	July 25, 2023
FS-1513	Plumbing Drain Plan - Warehouse Receiving	July 25, 2023
FS-1514	Plumbing Plan - Warehouse Receiving	July 25, 2023
FS-1515	Building Conditions - Warehouse Receiving	July 25, 2023
FS-1610	Equipment Plan - Main Kitchen & Food Hall	July 25, 2023
FS-1611	Equipment Schedule - Main Kitchen & Food Hall	July 25, 2023
FS-1612	Electrical Plan - Main Kitchen & Food Hall	July 25, 2023
FS-1613	Plumbing Drain Plan - Main Kitchen & Food Hall	July 25, 2023
FS-1614	Plumbing Plan - Main Kitchen & Food Hall	July 25, 2023
FS-1615	Building Conditions - Main Kitchen & Food Hall	July 25, 2023
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FS-1617	Refrigeration Plan - Main Kitchen & Food Hall	July 25, 2023
FS-1618	Elevations - Main Kitchen & Food Hall	July 25, 2023
FS-1710	Equipment Plan - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1711	Equipment Schedule - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1712	Electrical Plan - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1713	Plumbing Drain Plan - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1714	Plumbing Plan - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1715	Building Conditions Plan - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1716	Beverage Conduit Plan - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1717	Refrigeration Plan - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1718	Elevations - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1719	Elevations - Main Kitchen & Pre-Function Bar	July 25, 2023
FS-1810	Equipment Plan - Event Corridor - Event Bar - Pool Bar	July 25, 2023
FS-1811	Equipment Schedule - Event Corridor - Event Bar - Pool Bar	July 25, 2023
FS-1812	Electrical Plan - Event Corridor - Event Bar - Pool Bar	July 25, 2023
FS-1813	Plumbing Drain Plan - Event Corridor - Event Bar - Pool Bar	July 25, 2023
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FS-1815	Building Conditions Plan - Event Corridor - Event Bar - Pool Bar	July 25, 2023
FS-1816	Beverage Conduit Plan - Event Corridor - Event Bar - Pool Bar	July 25, 2023

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FS-9000	Remote Refrigeration Rack	July 25, 2023
FS-9001	Remote Refrigeration Rack	July 25, 2023
FS-9002	Remote Refrigeration Rack	July 25, 2023
FS-9003	Remote Refrigeration Rack	July 25, 2023
FS-9004	Remote Refrigeration Rack	July 25, 2023
FS-9005	Remote Refrigeration Rack	July 25, 2023
FS-9006	Remote Refrigeration Rack	July 25, 2023
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LN-3100	Equipment Plan & Schedule - Laundry Room	July 25, 2023
LN-3111	Electrical Plan - Laundry Room	July 25, 2023
LN-3112	Plumbing & Plumbing Drain Plan - Laundry Room	July 25, 2023
LN-3113	Building Conditions Plan - Laundry Room	July 25, 2023
 <u>Landscape:</u>		
L-0000	Notes and Legends	July 25, 2023
L-1000	Overall Site Plan	July 25, 2023
L-1001	Layout & Materials Plan	July 25, 2023
L-1002	Layout & Materials Plan	July 25, 2023
L-1003	Layout & Materials Plan	July 25, 2023
L-1004	Layout & Materials Plan	July 25, 2023
L-1200	Site Section	July 25, 2023
L-1300	Enlargement Layout Plans	July 25, 2023
L-1301	Enlargement Layout Plans	July 25, 2023
L-1302	Pool Enclosure Plan	July 25, 2023
L-1303	Pool Enlarged Site Plan	July 25, 2023
L-1304	Pool Plumbing	July 25, 2023
L-1305	Pool Lighting	July 25, 2023
L-1306	Spa Plumbing	July 25, 2023
L-1307	Equipment Room	July 25, 2023
L-1400	Details - Paving & Drainage	July 25, 2023
L-1401	Details - Fence & Walls	July 25, 2023
L-1402	Details - Glass Pool Fence	July 25, 2023
L-1403	Details - Ramp	July 25, 2023
L-1404	Pool Section & Details	July 25, 2023
L-1405	Pool Details	July 25, 2023
L-1406	Pool Details	July 25, 2023
L-1407	Pool Details	July 25, 2023
L-1408	Pool Details	July 25, 2023
L-1409	Pool Details	July 25, 2023
L-2000	Pool Grading Enlargement Plan	July 25, 2023

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L-3001	Planting Plan	July 25, 2023
L-3002	Planting Plan	July 25, 2023
L-3003	Planting Plan	July 25, 2023
L-3004	Planting Plan	July 25, 2023
L-3300	Planting Enlargement Plan	July 25, 2023
L-3400	Details - Planting	July 25, 2023
L-4000	Overall Irrigation Plan	July 25, 2023
L-4001	Irrigation Plan	July 25, 2023
L-4002	Irrigation Plan	July 25, 2023
L-4003	Irrigation Plan	July 25, 2023
L-4004	Irrigation Plan	July 25, 2023
L-4300	Irrigation Enlargement Plan	July 25, 2023
L-4400	Irrigation Notes & Details	July 25, 2023

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00 00 01	Project Manual Cover	July 25, 2023
00 01 00	Table of Contents	July 25, 2023
00 01 07	Seals Page	July 25, 2023
00 63 25	Substitution Request Form (During Construction)	July 25, 2023

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01 10 00	Summary	July 25, 2023
01 21 00	Allowances	July 25, 2023
01 22 00	Unit Prices	July 25, 2023
01 23 00	Alternates	July 25, 2023
01 25 13	Product Substitution Procedures	July 25, 2023
01 26 00	Contract Modification Procedures	July 25, 2023
01 30 00	Administrative Requirements	July 25, 2023
01 32 00	Construction Progress Documentation	July 25, 2023
01 33 00	Submittal Procedures	July 25, 2023
01 35 73	Delegated Design Procedures	July 25, 2023
01 40 00	Quality Requirements	July 25, 2023
01 42 00	References	July 25, 2023
01 43 43	Guestroom Mockups	July 25, 2023
01 50 00	Temporary Facilities and Controls	July 25, 2023
01 60 00	Product Requirements	July 25, 2023
01 70 00	Execution Requirements	July 25, 2023

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01 71 23	Construction Layout	July 25, 2023
01 73 29	Cutting and Patching	July 25, 2023
01 74 00	Cleaning	July 25, 2023
01 77 00	Closeout Procedures	July 25, 2023
01 78 00	Closeout Submittals	July 25, 2023
01 79 00	Demonstration	July 25, 2023
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 Division 03 – Concrete		
03 10 00	Concrete Forming and Accessories	July 25, 2023
03 20 00	Concrete Reinforcement	July 25, 2023
03 30 00	Cast-in-Place Concrete	July 25, 2023
03 30 53	Landscape Miscellaneous Cast-in-Place Concrete	July 25, 2023
03 49 00	Glass-Fiber-Reinforced Concrete	July 25, 2023
03 54 00	Cast Underlayment	July 25, 2023
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04 22 00	Reinforced Unit Masonry	July 25, 2023
04 43 16	Adhered Thin-Stone Masonry Veneer	July 25, 2023
04 43 17	Landscape Stone Veneer, Caps and Coping	July 25, 2023
 Division 05 – Metals		
05 05 13	Shop-Applied Coatings for Metal	July 25, 2023
05 10 00	Structural Steel	July 25, 2023
05 21 00	Steel Joists	July 25, 2023
05 30 00	Metal Decking	July 25, 2023
05 40 00	Cold-Formed Metal Framing	July 25, 2023
05 43 00	Slotted Channel Framing	July 25, 2023
05 50 00	Metal Fabrications	July 25, 2023
05 51 00	Metal Stairs	July 25, 2023
05 51 33	Metal Ladders	July 25, 2023
05 70 00	Decorative Metal Fabrications	July 25, 2023
05 73 00	Decorative Metal Railings	July 25, 2023
05 73 10	Landscape Miscellaneous Decorative Metal	July 25, 2023
 Division 06 – Wood, Plastics and Composites		
06 10 00	Rough Carpentry	July 25, 2023
06 10 53	Miscellaneous Rough Carpentry	July 25, 2023
06 16 00	Sheathing	July 25, 2023

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06 18 00	Glue-Laminated Construction	July 25, 2023
06 40 23	Interior Architectural Woodwork	July 25, 2023
06 41 13	Wood-Veneer-Faced Architectural Cabinets	July 25, 2023
06 41 16	Plastic-Laminate-Clad Architectural Cabinets	July 25, 2023
06 83 13	Resin Composite Panels	July 25, 2023
06 83 16	Fiberglass-Reinforced Paneling (FRP)	July 25, 2023
Division 07 – Thermal and Moisture Protection		
07 13 24	Pre-Applied Sheet Membrane Waterproofing	July 25, 2023
07 19 00	Water Repellents	July 25, 2023
07 21 00	Thermal Insulation	July 25, 2023
07 24 19	Water-Drainage Exterior Insulation and Finish System (EIFS)	July 25, 2023
07 24 23	Direct-Applied Exterior Finish System (DEFS)	July 25, 2023
07 26 00	Under-Slab Vapor Retarder	July 25, 2023
07 27 26	Fluid-Applied Membrane Air Barriers	July 25, 2023
07 42 16	Metal Wall Panels	July 25, 2023
07 42 21	Metal Composite Material Wall Panels	July 25, 2023
07 44 63	Fabricated Face Panel Assemblies	July 25, 2023
07 46 23	Wood Siding	July 25, 2023
07 54 23	Thermoplastic Polyolefin (TPO) Roofing	July 25, 2023
07 62 00	Sheet Metal Flashing and Trim	July 25, 2023
07 71 13	Manufactured Copings	July 25, 2023
07 72 33	Roof Hatches	July 25, 2023
07 81 00	Applied Fireproofing	July 25, 2023
07 81 23	Intumescent Fireproofing	July 25, 2023
07 84 13	Penetration Firestopping	July 25, 2023
07 84 43	Joint Firestopping	July 25, 2023
07 92 00	Joint Sealants	July 25, 2023
07 95 13	Interior Expansion Joint Cover Assemblies	July 25, 2023
07 95 16	Exterior Expansion Joint Cover Assemblies	July 25, 2023
Division 08 – Openings		
08 11 13	Hollow Metal Doors and Frames	July 25, 2023
08 14 16	Flush Wood Doors	July 25, 2023
08 14 33	Stile and Rail Wood Doors	July 25, 2023
08 31 13	Access Doors and Frames	July 25, 2023
08 33 23	Overhead Coiling Doors	July 25, 2023
08 38 00	Traffic Doors	July 25, 2023
08 41 13	Aluminum-Framed Entrances and Storefronts	July 25, 2023
08 41 26	All-Glass Entrances and Storefronts	July 25, 2023
08 42 29	Sliding Automatic Entrances	July 25, 2023

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08 56 59	Service and Teller Windows	July 25, 2023
08 71 00	Door Hardware	July 25, 2023
08 75 00	Guestroom Entry Locking System	July 25, 2023
08 80 00	Glazing	July 25, 2023
08 81 13	Decorative Glass Glazing	July 25, 2023
08 83 00	Mirrors	July 25, 2023
08 91 19	Fixed Louvers	July 25, 2023
 Division 09 – Finishes		
09 05 61	Common Work Results for Flooring Preparation	July 25, 2023
09 21 16	Gypsum Board Shaft Wall Assemblies	July 25, 2023
09 22 16	Non-Structural Metal Framing	July 25, 2023
09 28 00	Tile Backing Board	July 25, 2023
09 29 00	Gypsum Board	July 25, 2023
09 30 00	Tiling	July 25, 2023
09 51 13	Acoustical Panel Ceilings	July 25, 2023
09 51 33	Metal Ceilings	July 25, 2023
09 54 00	Specialty Ceilings	July 25, 2023
09 54 36	Suspended Decorative Grilles	July 25, 2023
09 63 40	Stone Flooring	July 25, 2023
09 64 00	Wood Flooring	July 25, 2023
09 64 70	Wood Stage Flooring	July 25, 2023
09 65 13	Resilient Base and Accessories	July 25, 2023
09 65 19	Resilient Tile Flooring	July 25, 2023
09 65 36	Static-Control Resilient Tile Flooring	July 25, 2023
09 65 66	Resilient Athletic Flooring	July 25, 2023
09 66 23	Resinous Matrix Terrazzo Flooring	July 25, 2023
09 67 23	Resinous Flooring	July 25, 2023
09 68 13	Tile Carpeting	July 25, 2023
09 68 16	Sheet Carpeting	July 25, 2023
09 69 00	Access Flooring	July 25, 2023
09 72 00	Wall Coverings	July 25, 2023
09 75 13	Stone Wall Facing	July 25, 2023
09 77 00	Special Wall Surfacing	July 25, 2023
09 78 47	Sculpted Fiberboard Panels	July 25, 2023
09 81 00	Acoustical Insulation, Sealants, and Accessories	July 25, 2023
09 84 33	Sound-Absorbing Wall Units	July 25, 2023
09 91 13	Exterior Painting	July 25, 2023
09 91 23	Interior Painting	July 25, 2023
09 94 19	Multicolor Interior Finishing	July 25, 2023
09 96 00	High-Performance Coatings	July 25, 2023

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09 97 23	Penetrating Concrete Sealer	July 25, 2023
 Division 10 – Specialties		
10 12 19	Retail Merchandising Slatwall Panel Systems	July 25, 2023
10 21 16	Plastic-Laminate-Clad Toilet Compartments	July 25, 2023
10 21 17	Phenolic-Core Toilet Compartments	July 25, 2023
10 22 39	Folding Panel Partitions	July 25, 2023
10 26 00	Wall Protection	July 25, 2023
10 28 00	Toilet and Bath Accessories	July 25, 2023
10 28 19	Tub and Shower Enclosures	July 25, 2023
10 31 00	Manufactured Fireplaces	July 25, 2023
10 44 13	Fire Protection Cabinets	July 25, 2023
10 44 16	Fire Extinguishers	July 25, 2023
10 45 13	Photoluminescent Egress Path Markings	July 25, 2023
10 51 13	Metal Lockers	July 25, 2023
10 51 23	Plastic-Laminate-Clad Lockers	July 25, 2023
10 56 00	Storage Assemblies	July 25, 2023
10 73 16	Canopies	July 25, 2023
 Division 11 – Equipment		
11 11 00	Laundry Equipment	July 25, 2023
11 13 00	Loading Dock Equipment	July 25, 2023
11 24 23	Façade Access Equipment	July 25, 2023
11 40 00	Food Service Equipment	July 25, 2023
 Division 12 – Furnishings		
12 24 13	Rolling Window Shades	July 25, 2023
12 36 40	Stone Countertops	July 25, 2023
12 36 61.16	Solid Surfacing Countertops	July 25, 2023
12 36 69	Quartz Agglomerate Fabrications	July 25, 2023
12 55 20	Detention Benches	July 25, 2023
12 64 11	Banquettes	July 25, 2023
 Division 13 – Special Construction		
13 11 00.01	Swimming Pools and Spas	July 25, 2023
13 11 00.02	Exposed Aggregate Pool Plaster	July 25, 2023
13 11 00.03	Handrails and Railings for Pools	July 25, 2023
13 11 00.04	Caulking for Pools and Decks	July 25, 2023
13 11 00.06	Identifying Devices and Signs for Pools	July 25, 2023
13 11 00.07	Swimming Pool Monitoring and Controls	July 25, 2023

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13 11 00.10	Swimming Pool Piping	July 25, 2023
13 11 00.11	Concrete for Pool Structures	July 25, 2023
13 11 00.12	Pneumatically Placed Concrete for Swimming Pools	July 25, 2023
13 11 00.14	Swimming Pool Water Heater	July 25, 2023
13 15 00	Thematic Elements	July 25, 2023
13 34 00	Pre-Engineered Metal Building	July 25, 2023
 Division 14 – Conveying Equipment		
14 21 00	Electric Traction Elevators	July 25, 2023
14 27 13	Custom Elevator Cab Finishes	July 25, 2023
14 27 13A	Elevator Finishes	July 25, 2023
14 42 00	Wheelchair Lifts	July 25, 2023
14 91 33	Laundry and Linen Chutes	July 25, 2023
 Division 21 – Fire Suppression		
21 05 00	Common Work Results for Fire Suppression	July 25, 2023
21 05 13	Common Motor Requirements for Fire Suppression Equipment	July 25, 2023
21 05 23	General-Duty Valves for Water-Based Fire-Suppression Piping	July 25, 2023
21 05 33	Heat Tracing for Fire Suppression Piping	July 25, 2023
21 05 48	Vibration and Seismic Controls for Fire Suppression Piping	July 25, 2023
21 05 53	Identification for Fire Suppression Piping and Equipment	July 25, 2023
21 07 16	Fire Suppression Equipment Insulation	July 25, 2023
21 07 19	Fire Suppression Piping Insulation	July 25, 2023
21 12 00	Fire-Suppression Standpipes	July 25, 2023
21 13 00	Fire-Suppression Sprinkler Systems	July 25, 2023
21 13 13	Wet-Pipe Sprinkler Systems	July 25, 2023
21 22 00	Clean-Agent Fire-Extinguishing Systems	July 25, 2023
21 30 00	Fire Pumps	July 25, 2023
 Division 22 – Plumbing		
22 05 13	Common Motor Requirements for Plumbing Equipment	July 25, 2023
22 05 16	Expansion Fittings and Loops for Plumbing Piping	July 25, 2023
22 05 17	Sleeves and Sleeve Seals for Plumbing Piping	July 25, 2023
22 05 19	Meters and Gages for Plumbing Piping	July 25, 2023
22 05 23	General-Duty Valves for Plumbing Piping	July 25, 2023
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	July 25, 2023
22 05 33	Heat Tracing for Plumbing Piping	July 25, 2023
22 05 48	Vibration and Seismic Controls for Plumbing Piping and Equip	July 25, 2023
22 05 53	Identification for Plumbing Piping and Equipment	July 25, 2023
22 07 16	Plumbing Equipment Insulation	July 25, 2023
22 07 19	Plumbing Piping Insulation	July 25, 2023

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22 10 05	Plumbing Piping	July 25, 2023
22 10 06	Plumbing Piping Specialties	July 25, 2023
22 11 23	Domestic Water Pumps	July 25, 2023
22 14 29	Sump Pumps	July 25, 2023
22 15 00	General-Service Compressed-Air Systems	July 25, 2023
22 30 00	Plumbing Equipment	July 25, 2023
22 40 00	Plumbing Fixtures	July 25, 2023
22 45 00	Emergency Plumbing Fixtures	July 25, 2023
Division 23 – Heating, Ventilating and Air Conditioning		
23 05 13	Common Motor Requirements for HVAC Equipment	July 25, 2023
23 05 16	Expansion Fittings and Loops for HVAC Piping	July 25, 2023
23 05 17	Sleeves and Sleeve Seals for HVAC Piping	July 25, 2023
23 05 19	Meters and Gages for HVAC Piping	July 25, 2023
23 05 23	General Duty Valves for HVAC Piping	July 25, 2023
23 05 33	Heat Tracing for HVAC Piping	July 25, 2023
23 05 53	Identification for HVAC Piping and Equipment	July 25, 2023
23 05 93	Testing, Adjusting, and Balancing for HVAC	July 25, 2023
23 07 13	Duct Insulation	July 25, 2023
23 07 16	HVAC Equipment Insulation	July 25, 2023
23 07 19	HVAC Piping Insulation	July 25, 2023
23 08 00	Commissioning of HVAC Systems	July 25, 2023
23 09 23	Direct Digital Control (DDC) System for HVAC	July 25, 2023
23 09 34	Variable-Frequency Motor Controllers	July 25, 2023
23 11 23	Facility Natural-Gas Piping	July 25, 2023
23 21 13	Hydronic Piping	July 25, 2023
23 21 14	Hydronic Specialties	July 25, 2023
23 21 23	Hydronic Pumps	July 25, 2023
23 22 13	Steam and Condensate Heating Piping	July 25, 2023
23 22 14	Steam and Condensate Heating Specialties	July 25, 2023
23 23 00	Refrigerant Piping	July 25, 2023
23 25 00	HVAC Water Treatment	July 25, 2023
23 31 00	HVAC Ducts and Casings	July 25, 2023
23 33 00	Air Duct Accessories	July 25, 2023
23 33 19	Duct Silencers	July 25, 2023
23 34 16	Centrifugal HVAC Fans	July 25, 2023
23 35 01	Dryer-Vent Exhaust Collection Systems	July 25, 2023
23 36 00	Air Terminal Units	July 25, 2023
23 37 00	Air Outlets and Inlets	July 25, 2023
23 38 13	Commercial-Kitchen Hoods	July 25, 2023
23 51 00	Breechings, Chimneys, and Stacks	July 25, 2023
23 52 16	Condensing Boilers	July 25, 2023

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

List of Project Documents

<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
23 64 23	Scroll Water Chillers	July 25, 2023
23 73 43.16	Outdoor Air handling Units	July 25, 2023
23 81 23.13	Low-Intensity, Gas-Fired, Radiant Heaters	July 25, 2023
23 81 24	Computer Room Air Conditioners - Floor Mounted	July 25, 2023
23 81 25	Computer Room Air Conditioners - Ceiling Mounted	July 25, 2023
23 83 00	Radiant Heating and Cooling Units	July 25, 2023
23 84 13	Humidifiers	July 25, 2023
Division 26 – Electrical		
26 00 00	General Electrical Requirements	July 25, 2023
26 05 13	Medium-Voltage Cables	July 25, 2023
26 05 19	Low-Voltage Electrical Power Conductors and Cables	July 25, 2023
26 05 26	Grounding and Bonding for Electrical Systems	July 25, 2023
26 05 29	Hangers and Supports for Electrical Systems	July 25, 2023
26 05 33	Raceways and Boxes for Electrical Systems	July 25, 2023
26 05 36	Cable Trays for Electrical Systems	July 25, 2023
26 05 39	Underfloor Raceways for Electrical Systems	July 25, 2023
26 05 43	Underground Ducts and Raceways for Electrical Systems	July 25, 2023
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	July 25, 2023
26 05 48.16	Seismic Controls for Electrical Systems	July 25, 2023
26 05 53	Identification for Electrical Systems	July 25, 2023
26 05 73.13	Short-Circuit Studies	July 25, 2023
26 05 73.16	Coordination Studies	July 25, 2023
26 05 73.19	Arc-Flash Hazard Analysis	July 25, 2023
26 09 23	Lighting Control Devices	July 25, 2023
26 09 33	Central Dimming Controls	July 25, 2023
26 09 36	Modular Dimming Controls	July 25, 2023
26 09 43.23	Relay-Based Lighting Controls	July 25, 2023
26 22 00	Low-Voltage Transformers	July 25, 2023
26 24 13	Switchboards	July 25, 2023
26 24 16	Panelboards	July 25, 2023
26 27 13	Electricity Metering	July 25, 2023
26 27 26	Wiring Devices	July 25, 2023
26 28 13	Fuses	July 25, 2023
26 28 16	Enclosed Switches and Circuit Breakers	July 25, 2023
26 32 13	Engine Generators	July 25, 2023
26 32 33	Rotary Uninterruptible Power Units	July 25, 2023
26 36 00	Transfer Switches	July 25, 2023
26 41 13	Lightning Protection for Structures	July 25, 2023
26 42 00	Cathodic Protection	July 25, 2023
26 43 13	Surge Protection for Low-Voltage Electrical Power Circuits	July 25, 2023

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

List of Project Documents

<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
26 51 15	Custom Decorative Interior Lighting Fixtures	July 25, 2023
26 51 19	LED Interior Lighting	July 25, 2023
26 55 00	Specialty Lighting	July 25, 2023
26 56 19	LED Exterior Lighting	July 25, 2023
 Division 27 – Communications		
27 10 00	Structured Cabling	July 25, 2023
27 41 16	Integrated Audio-Video Equipment	July 25, 2023
 Division 28 – Electronic Safety and Security		
28 05 11	Cyber Security Requirements	July 25, 2023
28 13 00	Access Control	July 25, 2023
28 23 00	Video Surveillance	July 25, 2023
28 46 21.11	Addressable Fire-Alarm Systems	July 25, 2023
 Division 31 – Earthwork		
31 10 00	Site Clearing	May 17, 2023
31 10 01	Project Soils Report and Logs	May 17, 2023
31 20 00	Earth Moving	May 17, 2023
31 22 16	Landscape Fill and Finish Grading	July 25, 2023
31 23 11	Earthwork for Building Construction	July 25, 2023
31 23 19	Dewatering	May 17, 2023
31 31 16	Termite Control	July 25, 2023
31 63 29	Drilled Piers	July 25, 2023
31 66 13.13	Aggregate Piers	July 25, 2023
 Division 32 – Exterior Improvements		
32 01 90	Landscape Establishment and Maintenance	July 25, 2023
32 12 16	Asphalt Paving	May 17, 2023
32 13 13	Concrete Paving	May 17, 2023
32 13 16	Landscape Architectural Concrete	July 25, 2023
32 13 73	Concrete Paving Joint Sealants	May 17, 2023
32 14 00	Landscape Unit Paving	July 25, 2023
32 15 00	Aggregate Surfacing	July 25, 2023
32 31 13	Chain Link Fences and Gates	May 17, 2023
32 31 19	Welded Wire Fences and Gates	July 25, 2023
32 33 00	Site Furnishings	July 25, 2023
32 84 00	Landscape Irrigation System	July 25, 2023
32 91 13	Landscape Soil Preparation	July 25, 2023
32 92 01	Turf and Grasses	July 25, 2023
32 93 01	Landscape Plants and Planting	July 25, 2023

**CHEROKEE NATION BUSINESSES, LLC
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RUSSELLVILLE, ARKANSAS**

List of Project Documents

<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
Division 33 – Utilities		
33 05 00	Common Work Results for Utilities	May 17, 2023
33 05 01	Water Distribution	May 17, 2023
33 05 02	Sanitary Sewerage	May 17, 2023
33 05 03	Natural Gas Distribution	May 17, 2023
33 41 00	Storm Utility Drainage Piping	May 17, 2023
33 46 17	Landscape Drainage	July 25, 2023
Appendices		
Appendix A - Contractor-Furnished Contractor-Installed Products (CFCI) (Interior Architectural Products)		July 25, 2023
Appendix B – Owner-Furnished Procurement Manual - Preamble		July 25, 2023
Appendix B.1 - Owner-Furnished Contractor-Installed Products (OFCI)		July 25, 2023
Appendix B.2 - Owner-Furnished Owner-Installed Products (OFOI)		July 25, 2023
Appendix B.3 - Owner-Furnished Owner-Installed Contractor-Coordinated Products (OFOI-CC)		July 25, 2023
Appendix C – Lighting Fixtures Cutsheets		July 25, 2023
Appendix D - Food Service Cutsheets		July 25, 2023
Appendix E – Laundry Cutsheets		July 25, 2023
Appendix F – Signage Package		July 25, 2023
Other		
LRC Geotechnical Report (Prepared by Building & Earth)		August 19, 2023
LRC Geotechnical Report Addendum #1 (Prepared by Building & Earth)		March 17, 2023
LRC Preliminary Drainage Report (Prepared by Garver Engineering)		May 17, 2023

GENERAL NOTES FOR SUBCONTRACT AGREEMENT

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

GENERAL NOTES

1. Subcontractors shall be responsible for their own temporary partitions and enclosures as needed.
2. Subcontractor shall provide proper floor protection to prevent damage to the floor from their work.
3. Identification and coordination of all testing procedures required by the scope of work in this Subcontract (whether performed by the Owner's or General Contractor's testing agency or by others) are the responsibility of this Subcontractor. Any retesting cost will be borne by this Subcontractor. Failure to notify the appropriate party will not relieve this Subcontractor from this responsibility.
4. Scheduling, Production and Sequence:
 - a. Subcontractor will prepare, coordinate and submit their initial construction schedule to CDI Contractors upon execution of this Subcontract, or as required by the Contract Specifications. This schedule information must conform to the CDI Project Schedule.
 - b. All work is to be coordinated and performed in accordance with the CDI Project Requirements and Schedule including:
 1. Sequence
 2. Required move-ins.
 3. Equipment and manpower requirements.
 4. Coordination and cooperation with other Subcontractors.
 - c. Subcontractor must allow for all mobilizations, demobilizations, and remobilizations required to complete the working sequence or as required by the CDI Project Schedule and subsequent revisions.
 - d. Sunday will be make-up dates if weather affects any day (Monday through Saturday).
8. Subcontractor shall provide temporary protection and support for their work and all other work adjacent to or susceptible to damage by their work. This temporary protection shall be installed during ongoing operations by the Subcontractor and removed only when given permission to do so by the CDI Project Superintendent. Any damage resulting from the Subcontractor's operation will be the Subcontractor's responsibility.
9. This Subcontractor is responsible for utility and telephone services to their job site trailers/facilities.
10. This Subcontractor is responsible for furnishing drinking water, ice, etc. for its personnel.
11. Restore to existing conditions all areas damaged or disturbed by this Subcontractor, inside or outside the construction limits established by CDI.

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

GENERAL NOTES

12. This Subcontractor is required to provide hoisting equipment for their work unless specifically called out elsewhere in this Subcontract to be provided by CDI.
13. If hoisting equipment is provided by CDI, the following applies: Any use of CDI Contractor's hoisting equipment will be scheduled by the CDI Project Superintendent to best fit the requirements of the overall project. All hoisting needs must be scheduled 24 hours ahead of time with the CDI Project Superintendent. Hoisting will be provided for bundles only. No individual material items will be hoisted. Unscheduled hoisting requests made by the Subcontractor, or shipments arriving at times other than when scheduled, will be subject to delays contingent upon the availability of CDI hoisting equipment.
14. This Subcontractor, unless specifically called out elsewhere in this Subcontract, shall be responsible for their own scaffolding, lifts, etc., and/or whatever means is necessary to access their work.
15. This Subcontractor shall be responsible for the cost of any extension of time for CDI hoisting equipment and scaffolding due to this Subcontractor's failure to complete their Scope of Work within the schedule durations in the CDI Project Schedule.

GENERAL NOTES FOR PURCHASE ORDER

**CHEROKEE NATION BUSINESSES, LLC
LEGENDS RESORT & CASINO – HOTEL AND CASINO BUILDING
RUSSELLVILLE, ARKANSAS**

GENERAL NOTES FOR PURCHASE ORDERS

1. This Vendor shall be responsible for all notes and details pertaining to their scope of work, regardless of what area of the plans (architectural, civil, structural, mechanical, plumbing, electrical, etc.) the notes and/or details are found.
2. The Vendor is responsible for furnishing all required certifications, warranties, operational and maintenance manuals, repair parts lists, etc. as well as any Owner start-up assistance.
3. The Vendor agrees to submit cost estimates on change order proposals in complete and full analytical detail as required or requested.
4. Shipments arriving other than when scheduled will be subject to unloading delays contingent upon the availability of Contractor's hoisting equipment.
5. All materials will be properly bundled, packaged or palletized.
6. All shipments are to be loaded with adequate dunnage to allow for ease of unloading at the jobsite.
7. Materials will bear tags or markings which are not subject to weather deterioration or the normal wear and tear of unloading.
8. The Project Superintendent will schedule weekly Coordination Meetings with all Subcontractors and Major Material Suppliers to review job progress resolve problems and disseminate information concerning schedules, changes or any other matters of general information. Failure of Vendor to attend regularly scheduled meetings, as requested by the CDI Project Superintendent, will not relieve the Vendor of their responsibility to perform work or otherwise comply with instructions given out during the meeting.

SITE SPECIFIC SAFETY PLAN

SITE SPECIFIC SAFETY PLAN

TABLE OF CONTENTS:

- 1.0 General Description of the Work
- 2.0 Operations to be Performed by the Prime Contractor
- 3.0 Operations to be Performed by Subcontractors
- 4.0 Safety and Health Enforcement
- 5.0 Protective Equipment
- 6.0 Sanitation and Medical Requirements
- 7.0 Emergency Plan
- 8.0 Safety and Health Indoctrination
- 9.0 Housekeeping
- 10.0 Correcting Safety and Health Violations
- 11.0 Monthly Safety Council
- 12.0 Pre-Phase Planning - Job Hazard Analysis (JHA)
- 13.0 Accident Investigation
- 14.0 Fire Prevention and Protection
- 15.0 Temporary Electrical
- 16.0 Equipment Inspection
- 17.0 Subcontractor Participation in Safety and Health Plan
- 18.0 Safety and Health Engineering Supervision
- 19.0 Company Site Specific Safety and Health Plan
- 20.0 Scaffolding
- 21.0 Fall Protection
- 22.0 Electrical
- 23.0 Ladders
- 24.0 Rigging

SITE SPECIFIC SAFETY PLAN

1.0 GENERAL DESCRIPTION OF THE WORK

The Site Specific Safety and Health Plan for **LEGENDS RESORT & CASINO** is designed to maximize full compliance with CDI Contractors, LLC. Corporate Safety Manual, the Federal Occupational Safety and Health Act, and other safety policies and commonly accepted safe practices in the construction industry, to the end that, within the control of the **Construction Management Team**, no one will be injured nor will equipment or property be needlessly jeopardized. To accomplish this purpose, responsibility for safety and health will be clearly defined, and performance will be accurately evaluated, recorded, publicized and scrutinized. Serious or repeated safety violations will be cause for subjective reprimand or discharge. Control will be exercised constantly at all levels of responsibility. All accidents and near misses will be cause for investigation and remedial action. Participation in the Site Specific Safety and Health Plan will include all **CDI Contractors, LLC** employees, and Subcontractors, on a continual and organized basis, and safety and health will be the first consideration in the planning and performance of the work.

2.0 OPERATIONS TO BE PERFORMED BY THE PRIME CONTRACTOR

It is anticipated that the following operations will be performed by CDI Contractors, LLC’s own forces. Along with each division of work, a preliminary list of associated hazards, including related control methods, will be outlined. This preliminary list will form the basis of a more detailed Pre-Phase Plan (see Section 12.0 of this Plan).

2.1 LAYOUT

<u>Hazards</u>	<u>Controls</u>
a. Hazardous/flammable material	Plan, indoctrinate, inspect
b. Vehicles - equipment	Plan, indoctrinate, inspect
c. Other	As required

2.2 CONCRETE WORK

<u>Hazards</u>	<u>Controls</u>
a. Material handling	Plan, indoctrinate, inspect
b. Formwork (collapse)	Plan, shore, inspect
c. Scaffold, runway, etc.	Plan, handrails, inspect
d. Equipment (cranes, etc.)	Plan, indoctrinate, inspect
e. Machinery and power tools	Indoctrinate, inspect
f. Other	As required

2.3 CARPENTRY WORK

<u>Hazards</u>	<u>Controls</u>
a. Roof area	Handrails, safety harnesses warning lines, inspect
b. Scaffolding	Plan, handrail, inspect
c. Tools	Safety harnesses
	Indoctrinate, inspect
d. Other	As required

2.4 DRYWALL

<u>Hazards</u>	<u>Controls</u>
----------------	-----------------

SITE SPECIFIC SAFETY PLAN

- | | |
|------------------------------------|------------------------------|
| a. Material handling | Plan, indoctrinate, inspect |
| b. Health hazards (GB dust, etc.) | Recognize, evaluate, protect |
| c. Scaffold, runway, etc. | Plan, handrails, inspect |
| d. Equipment (scissor lifts, etc.) | Plan, indoctrinate, inspect |
| e. Machinery and power tools | Indoctrinate, inspect |
| f. Other | As required |

2.5 MISCELLANEOUS SPECIALTIES AND FURNISHINGS

- | <u>Hazards</u> | <u>Controls</u> |
|----------------|----------------------------|
| a. General | Indoctrination, inspection |
| b. Other | As required |

3.0 OPERATIONS TO BE PERFORMED BY SUBCONTRACTORS

It is anticipated that the following operation may be subcontracted. Along with each division of work, a preliminary list of associated hazards, including related control methods, will be outlined. This preliminary list will form the basis of a more detailed Pre-Phase Plan (see Section 12.0 of this Plan).

3.1 SITEWORK

- | <u>Hazards</u> | <u>Controls</u> |
|-----------------------------------|--|
| a. Openings (falls) | Rails, barricades, etc. |
| b. Equipment | Plan, indoctrinate, inspect preventative maintenance |
| c. Excavation, trenching collapse | Plan, inspect, slope or sheet and shore |
| d. Utility exposure/breakage | Survey, plans, notify |
| e. Material handling | Plan, coordinate, inspect |
| f. Demolition | |
| - Structural collapse | Survey and plan |
| - Dust control | Plan, indoctrinate, permit, control measures |
| - Falling personnel and/or | Plan, indoctrinate, safety materials harnesses, barricades |
| g. Clearing and grubbing | Plan, procedures, indoctrinate, protect from falls and falling objects, chain saw inspection & training, snake bit protective legging. |
| h. Other | As required |
| - Utility exposure/breakage | Survey, plan, notify |
| - Openings | Rails, barricades, signs |
| - Egress | Plan, inspections |
| - Debris | Plan, daily cleanup |

3.2 MASONRY WORK

- | <u>Hazards</u> | <u>Controls</u> |
|---------------------------|---------------------------|
| a. Material handling | Plan, coordinate, inspect |
| b. Scaffold, runway, etc. | Plan, handrail, inspect |
| c. Other | As required |

3.3 STEEL ERECTION

- | <u>Hazards</u> | <u>Controls</u> |
|----------------|---|
| a. Falls | Harnesses, belts for positional use, handrails, enforcement |

SITE SPECIFIC SAFETY PLAN

<ul style="list-style-type: none"> b. Material handling c. Equipment d. Tools e. Other 	<ul style="list-style-type: none"> Plan, coordinate, inspect Plan, indoctrinate, inspect preventative maintenance Indoctrinate, inspect, maintenance As required
<p>3.4 <u>ROOFING, INCLUDING METAL ROOFING AND SIDING</u></p>	
<p><u>Hazards</u></p> <ul style="list-style-type: none"> a. Fire b. Falls c. Material handling d. Equipment/tools e. Other 	<p><u>Controls</u></p> <ul style="list-style-type: none"> Plan, inspect, proper equipment indoctrinate Harnesses, belts for positional use, handrails, enforcement Plan, coordinate, inspect Plan, indoctrinate, inspect preventative maintenance As required
<p>3.5 INTERIOR AND FINISH WORK INCLUDING PAINTING</p>	
<p><u>Hazards</u></p> <ul style="list-style-type: none"> a. Flammable liquids b. Health hazards (fumes, etc.) c. Scaffolds d. Other 	<p><u>Controls</u></p> <ul style="list-style-type: none"> Proper storage and handling fire extinguisher Recognize, evaluate, protect Plan, handrail, inspect As required
<p>3.6 <u>MECHANICAL</u></p>	
<p><u>Hazards</u></p> <ul style="list-style-type: none"> a. Material handling b. Equipment and tools c. Health hazards (fumes, etc.) d. Scaffolds e. Other 	<p><u>Controls</u></p> <ul style="list-style-type: none"> Plan, coordinate, inspect Plan, indoctrinate, inspect preventative maintenance Recognize, evaluate, protect Plan, handrail, inspect As required
<p>3.7 <u>ELECTRICAL</u></p>	
<p>See Section 16.0, Temporary Electrical, of this Site Specific Safety and Health Plan.</p>	
<p><u>Hazards</u></p> <ul style="list-style-type: none"> a. Material handling b. Equipment and tools c. Health hazards (fumes, etc.) d. Scaffolds e. Electrical shock f. Other 	<p><u>Controls</u></p> <ul style="list-style-type: none"> Plan, coordinate, inspect Plan, indoctrinate, inspect, preventative maintenance Recognize, evaluate, protect Plan, handrail, inspect Plan, indoctrinate, GFCI, inspect As required
<p>3.8 <u>GLAZING</u></p>	
<p><u>Hazards</u></p> <ul style="list-style-type: none"> a. Falls b. Material handling c. Equipment 	<p><u>Controls</u></p> <ul style="list-style-type: none"> Harnesses, belts for positional use, handrails, enforcement Plan, coordinate, inspect Plan, indoctrinate, inspect preventative maintenance

SITE SPECIFIC SAFETY PLAN

- d. Tools Indoctriate, inspect, maintenance
- e. Other As required

4.0 SAFETY AND HEALTH ENFORCEMENT

TBD, Project Superintendent for CDI Contractors, LLC. will be responsible for the application and enforcement of the contract safety and health requirements from start to finish of the job. **TBD**, General Superintendent for CDI Contractors, LLC., is the Job Safety and Health Supervisor and will assist the Project Manager in administering the Site Specific Safety and Health Plan.

5.0 PROTECTIVE EQUIPMENT

Every employee or visitor will be required to wear a **hard hat, safety glasses, and work boots** while on the site. Continued failure to wear one's hard hat, **safety glasses, and work boots** will be cause for discharge. Hard hats are required to be worn with the **brim forward** unless welding or surveying. After the activity is completed, the hardhat must be turned around. Safety glasses must be rated to **Z87.1 standard**. Individuals wearing Z87 prescription glasses must wear side shields. Loose and frayed clothing will not be allowed to be worn around machinery or other sources of entanglement. Shorts or tennis shoes are not allowed. Shirts are required and must be worn at all times on this project. Shirts can be no less than a standard short sleeved T-shirt (no tank tops, fishnet, or cutoff types). Protective goggles or safety glasses with side shields, face shields, and gloves will be provided and worn during operations such as demolition, chipping, grinding, pouring of hot materials, welding, etc. Gloves are prohibited for close work around saws, drill presses, etc. Special protective clothing will be provided when its use is required by employees. Proper respiratory protection will be provided for all personnel engaged in paint spraying, sandblasting, etc. All subcontractors will be required to provide their specialty protective equipment as required.

6.0 SANITATION AND MEDICAL REQUIREMENTS

6.1 GENERAL

It is estimated that at the project manpower peak of this project, the work force will consist of a maximum of less than **300** employees.

6.2 SANITATION

a. Potable water will be obtained from the existing domestic water supply at locations approved by the CDI superintendent.

Disposable paper drinking cups from a covered metal dispenser will be provided; receptacles for disposal of paper cups will also be provided. All containers will be kept in a clean, sanitary condition.

b. Chemical toilets will be provided in adequate numbers as prescribed by OSHA and serviced in the manner prescribed.

c. Washing facilities will be provided as required.

6.3 MEDICAL

a. All CDI Contractors, LLC. supervisors will hold a current Certificate (not more than three years from date of issue) in First-Aid Training from the American Red Cross or equivalent. At

SITE SPECIFIC SAFETY PLAN

least one supervisor for each subcontractor will also be required to have this same certificate and be on the job at all times while the work by that subcontractor is being performed.

b. First-aid kits will be provided in the appropriate numbers to correctly provide first-aid supplies for all employees on this project. Each company truck will also have a first aid kit installed. Weekly checks will be made to insure the kits are properly stocked and located.

c. Personnel injured on the project site will receive immediate first-aid. The more severe injuries will be transferred to the following appropriate local medical facility:

Doctor's Clinic: **TBD**

OR

Hospital (Emergency Room) **TBD**

Call **facility** office at the **location** at **phone** before sending an emergency patient whenever possible. It will better prepare the clinic to handle an emergency if they receive a telephone call. Should you question whether to send an injured employee to the medical center or to the hospital, **facility** office will help you decide.

Ambulance service for critical emergency injuries will be provided by calling MEMS. The closest ambulance will be dispatched.

- d. At all "remote" locations, the following will be strictly adhered to:
1. Transportation and/or radio communications with the CDI Contractors, LLC field office will at all times be readily accessible.
 2. Potable water will be readily available.

7.0 EMERGENCY PLAN

7.1 MAJOR INJURY TO EMPLOYEE OR GENERAL PUBLIC

7.1.1 Person in authority at the scene will take charge until the Superintendent or someone of authority from the field office arrives. **The injured person is not to be moved, unless further injury is imminent.**

7.1.2 Notify the CDI field office by any means available. Notice should include location of the accident, the number of people injured, and any apparent need of equipment to free victims. At this point, all communication systems will be limited to emergency use only.

7.1.3 The field office personnel will notify the **TBD** giving them the number of people injured, cause of injury, and directions to the "link up point". The phone number is **911**.

7.1.4 The Superintendent will proceed immediately to the scene of the emergency.

SITE SPECIFIC SAFETY PLAN

- 7.1.5 The person in authority at the scene will designate an individual(s) to meet the ambulance at the field office and direct them to the scene of the emergency.
- 7.1.6 Emergency first aid will be administered immediately. When the ambulance crew arrives, they will supervise the rescue team in loading and removing the injured from the area.
- 7.1.7 Foremen are to keep all men away from the emergency scene and to continue normal activities. They will remain alert for any requests for assistance.
- 7.1.8 In case of injury or alleged injury to general public within the limits of the job, get their name, address, and phone, and give information to the Superintendent and mail to the Little Rock office.
- 7.2 **FIRE**
 - 7.2.1 All work involving welding, cutting, and brazing (hot work) must have a fire extinguisher stationed at the point of hot work. If hot work is being done at any high elevation, a fire extinguisher and fire watch must also be stationed below.
 - 7.2.2 In the event of a fire, the person in authority at the scene will take charge until the Superintendent or someone of authority from the field office arrives.
 - 7.2.3 Notify the CDI field office by any means available; notice should include the exact location and type of fire. At this point, all communications systems will be limited to emergency use only. Notify the Superintendent.
 - 7.2.4 Field office personnel will notify the Fire Department by calling 911, giving the nature of the fire and location.
 - 7.2.5 The person in authority at the scene will designate an individual(s) to meet the Fire Department and direct them to the scene.
 - 7.2.6 Workmen will fight the fire with best means available until the Fire Department arrives. In cases of heavy smoke or fumes, all others will be evacuated. When the Fire Department arrives, they will take over.

7.3 Near all telephones, the following emergency phone numbers will be posted:

<u>Ambulance</u>	911
<u>Clinic</u>	TBD
<u>Hospital</u>	TBD
<u>Fire</u>	911

SITE SPECIFIC SAFETY PLAN

Police

911

8.0 **SAFETY AND HEALTH INDOCTRINATION**

8.1 **SAFETY AND HEALTH ORIENTATION OF NEW EMPLOYEES**

When new employees are hired, they will be given the following Safety and Health Orientation.

- A. On the day of employment, before the employee is allowed to go to work, a designated, qualified company representative will conduct a safety and health orientation with the employee. In this orientation, he shall:
1. Determine if the employee has any physical or mental limitations that will pose a hazard either to him or other workers.
 2. Insure that basic personal protective equipment, i.e., hard hat, safety glasses with side shields or monogoggles have been issued. If employee will have cause to work at heights, issue the standard safety harness and lanyard. Have them sign for the equipment on the flipside of the Employee Data Card.
 3. Relate safety policy, emphasizing the need for personal participation of each employee. Explain the necessity for each employee to fully comply with the safety and health rules, procedures and policies, and the consequences for noncompliance.
 4. Relate specific craft safety and health requirements and other craft knowledge that may pertain.
 5. Obtain the completed "Acknowledgment Receipt" from each employee, sign and date same, and have it placed in the employee's file.
 6. Stress the importance of receiving specific safety instruction for each work assignment. (STA-Safety Task Assignment: Before assigning a worker to any job, new or repetitive, his supervisor must give him STA--that is, showing and explaining to him the safety precautions and action that must be taken before proceeding with the job.)
 7. Train employees on the proper use of ladders, scaffolds, safety harnesses and lanyards, barricades, and danger tags.
 8. Discuss the care, use, inspection, and maintenance of tools.
 9. Discuss supervisory and individual safety and health responsibilities.
 10. Discuss personal participation in Site Specific Safety and Health Plan.
 11. Discuss reporting of all injuries immediately and procedure for obtaining first-aid treatment or referral to a physician. Tell them that reporting of all injuries is a condition of their employment and that failure to do so will result in their termination or severe disciplinary action after they have been treated.

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12. Inform employees that plastic, butane cigarette lighters are not to be kept on the person of those involved in welding or burning operations due to the explosion hazard.
13. Any additional subjects felt necessary by the management representative.
14. Show the Safety Orientation audio/visual presentation.

8.2 FOREMAN/SUPERVISOR INDOCTRINATION AND COMMITMENT SCOPE

This procedure outlines the basic points of indoctrination and commitment that the project superintendent will review with all foremen and supervisors as they are hired or stepped-up from a non-supervisory classification on this project.

A. GIVING THE INDOCTRINATION

1. The indoctrination of all foremen and supervisory personnel is a responsibility of the project superintendent. This meeting will be conducted by the project superintendent personally immediately upon hiring a foreman or supervisor or just prior to stepping-up a person to a supervisory position. In the absence of the project superintendent, the project manager will assume this responsibility.
2. Written documentation will be made of this indoctrination (using Attachment "B") and a copy placed in each foreman's/supervisor's project personnel file.
3. This indoctrination must be a personal, one-on-one, confidential meeting conducted separately with each individual supervisor or foreman.
 - a. If a foreman or supervisor transfers from a project where he has had this indoctrination, he must have another indoctrination with the superintendent of his new project before assuming his new supervisory role.
4. This procedure must be adopted by all CDI, and Subcontractors requiring a presence of any personnel on this project.

B. RESPONSIBILITIES

The project superintendent will personally describe in detail the following basic responsibilities that must be upheld by each foreman/supervisor:

1. Safety Task Assignment (STA)

Before assigning a worker to any job, new or repetitive, his supervisor is responsible for giving him STA--that is, showing and explaining to him the safety and health precautions and actions that must be taken before proceeding with the task. Clearly instruct each worker and follow through to see that all instructions are clearly understood and followed by each of your workers. Do not assume anything!
2. Conduct Weekly Toolbox Safety Meetings

The foreman/supervisor will conduct a weekly safety and health meeting with his crew(s) on a subject that is pertinent to the job at hand and the type of work that is being done or will be done during the week. Use of "hands on" demonstrations of proper procedures and methods

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is highly recommended in these meetings. A written report of the specific items discussed must be made which will include signatures of all those present using the CDI "**Weekly Safety and Health Meeting Report**". It is preferable that this meeting be held before work starts on Monday mornings.

- a. The project superintendent and/or project manager will monitor these meetings and give specific constructive feedback to the supervisors on ways these meetings can be improved.

3. Pre-Phase Planning

Supervising the crew to do a good job safely in the minimal practical time is required. Plan all moves ahead of time to get tools, materials and all the proper personal protective equipment that will be needed to do the job safely.

As a foreman or supervisor, you will be required to be directly involved in all Job Hazard Analysis (JHA) that will in any way involve your area(s) of responsibility.

The management team on this project will be depending heavily on your experience and recommendations in ways to prevent a potentially hazardous job operation from becoming an accident. It is vitally important that you put much effort into this thought process and try to anticipate any and all things that can possibly go wrong and recommend ways to prevent accidents from happening.

No new phase of work will begin on this project without first a written Job Hazard Analysis being done and a pre-phase meeting held to discuss and either approve, disapprove or revise each of its points. It is mandatory that all field supervision that will in any way be involved in a particular phase of work be very much a part of this planning process and meeting. The results of this meeting and the final, approved Job Hazard Analysis will be written clearly on the approved **Job Hazard Analysis** which is found in the CDI Contractors, LLC. Corporate Safety Manual. Copies of this final, approved analysis must be given to each foreman or supervisor who will in any way be involved with that particular phase of work.

4. Tools and Equipment

Take care to see that materials, tools, and equipment are used properly and regularly inspected and maintained in a safe operating condition. Make sure all tools and equipment are in safe operating condition before the task is allowed to begin. Teach each of your workers to report and tag out all defective tools and equipment immediately.

5. Accident Investigation

When an accident occurs, including a "near-miss" type accident where no one was actually hurt, it means that something is in need of adjustment in the foreman's area of responsibility.

The accident investigation must not be taken lightly. The foreman is the person the company has entrusted to find out why each and every accident has happened no matter how minor, and, above all what specifically has been done to prevent it from happening again. **The Accident Investigation Report** is a very important part of a foreman's responsibility. This form must be filled in completely with thought and accuracy by the foreman. After the investigation is complete, the report will be reviewed and evaluated by the project

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superintendent. This report must be completed and given to the project superintendent no later than 2 hours after the accident. Failure to properly and completely investigate and timely report all accidents in your area of responsibility will be considered by the project superintendent and management as a serious neglect of your supervisory duty.

6. STOP Unsafe Acts of Employees Immediately and Correct Unsafe Conditions

CDI requires all foremen and supervisors (and all Subcontractors), as a condition of their supervisory position, to enforce the Site Specific Safety and Health Plan. When a foreman or supervisor sees a worker doing something that is unsafe, he must stop him immediately, and teach him the safe way of doing the same operation. If an unsafe condition is observed, the foreman or supervisor must have it corrected immediately and call it to the attention of all those workers who may have created or caused the condition. This will reinforce the correct work methods and acceptable work procedures in the individual employees so that they will recognize unsafe conditions and prevent their occurrence. A productive foreman/supervisor will be constantly observing all of the people, materials and conditions that are within, or affecting his area of supervisory responsibility.

7. Enforcement

Enforcement of the Site Specific Safety and Health Plan is the foreman's direct responsibility.

Supervisors who observe workers violating our project safety and health rules, policies and procedures (committing unsafe acts) must stop the unsafe actions and talk with the employees committing the unsafe acts in such a way that the employees will understand what they were doing was unsafe and not acceptable so that reoccurrence of these unsafe acts will be prevented.

Workers who persist in committing the same unsafe acts after their foreman has talked with them may need additional remedial training or may have a negative attitude that will require the termination of their employment. The foreman must determine what the appropriate course of action is and not allow an unacceptable situation to go uncorrected.

If a foreman does not enforce our safety and health standards, he will be removed from his supervisory position.

C. FINALIZING THE INDOCTRINATION

You, as the project superintendent, are the key person to require of each and every foreman and supervisor under your area of responsibility on this project a one hundred percent commitment and dedication to administering our site specific safety and health plan as outlined.

Remember, you are where the safety "buck stops" on this project. Those few minutes that you spend behind closed doors in a one-on-one communication with each of your supervisors will prove to be some of the most valuable moments of your project. Plan from the very beginning of your project to make safety and health automatically an important part of everything that is done.

And then carry through the plan the same as you are now committing and requiring those under your supervision to do. If you do this, you can not fail.

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When conducting this indoctrination, do not read verbatim from these pages. Read through this procedure a number of times before starting your indoctrinations so that you can look the supervisor straight in the eyes as you speak. Be careful not to leave anything out, but put all of this information in the language he will best understand. Be firm and positive, and end the indoctrination by having him sign the attached form (**Attachment "B"**) acknowledging that he has had this indoctrination concerning his basic safety and health responsibilities; and that he is now totally committed to following and enforcing this plan. You, as project superintendent or project manager, will sign and date the bottom portion and then make a photostatic copy of this completed document along with a copy of **Attachment "A"**, and give it to the respective foreman or supervisor. The original goes in his project personnel file. Give the foreman/supervisor copies of **Attachments "A" and "B" only**. Do not give them copies of this procedure text, pages 1-5, which is intended to be an instructional tool for the project superintendent and/or project manager only.

9.0 HOUSEKEEPING

The superintendents and **ALL** subcontractors must be aware of their responsibility and the necessity of cleaning their respective work areas daily. Failure to accomplish the above in any areas will be noted on a daily basis as part of our Quality Control Daily Inspection and Report System. We, as the general contractor, have a cleanup clause in each of our subcontracts, and the terminology is such that it can and will be enforced. It is our responsibility to coordinate, supervise, and make corrections on the cleanup procedure on the project site. Close coordination will be made between all supervisors, including subcontractors, to properly clean up adjoining areas of responsibility daily.

All rags, waste, etc., soiled by combustible materials, shall be stored in tightly-closed metal containers and disposed of properly. Timber and forming materials shall be stacked so as to be stable and self-supporting. Used lumber and forming material shall have all nails withdrawn as they are taken apart.

10.0 CORRECTING SAFETY AND HEALTH VIOLATIONS

When a safety violation is brought to the attention of the subcontractor, either by a CDI Representative, a Safety Manager, Quality Control Inspector, or by jobsite personnel, it will be corrected with a positive attitude. If the violation is life threatening, work in the affected area or by the affected individuals will immediately cease until the violation is corrected. Employees responsible for the violation(s) will be talked with until they understand the safe work practice or method; if the violation is serious and/or has been repeated (as described in Section 9.2), the employee will be removed from the project.

11.0 MONTHLY SAFETY COUNCIL

Regularly scheduled safety meetings shall be held at least once a month for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and establish safe working procedures for anticipated hazards.

12.0 PRE-PHASE PLANNING--JOB HAZARD ANALYSIS (JHA)

12.1 SCOPE

This procedure outlines the purpose for and method of Pre-Phase Planning--Job Hazard Analysis that will be required for each division of work operation, not only by CDI but also for each subcontractor as well. An approved plan must be obtained before any phase of work is to begin on this project.

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12.2 PURPOSE

The purpose of accident prevention pre-planning is to prevent unnecessary hazards that are likely to occur during construction and to make sure each contractor performing an operation will have the necessary material and equipment on hand when needed. Due to the speed at which construction jobs proceed, it does not allow a single operation to continue long enough to become safe through trial-and-error. To cope with safety problems peculiar to our industry, this procedure has been established so construction management can pre-determine the hazards and develop an appropriate plan to prevent the hazards from becoming accidents

12.3 RESPONSIBILITY

It is the responsibility of the CDI project superintendent to insure that Pre-Phase Planning--Job Hazard Analysis is done for all divisions of work operations and activities performed on this project, by CDI, and each subcontractor.

- A. Pre-Phase Job Hazard Analyses will be developed by the field supervisory personnel who will be actually running the job(s) or operation(s) that is being pre-planned. This analysis will be done on the attached "Job Hazard Analysis" form.
- B. The supervisory personnel referenced in 'A' above for each respective subcontractor will consult and coordinate the preparation of pre-phase plans with the CDI project superintendent on the job to insure acceptable plans. In addition, the plans will be reviewed and updated at reasonable periods of time to include unanticipated hazards and changes in job conditions.

12.4 THE PRE-PHASE MEETING

After the responsible supervisory personnel have completed their necessary preparations and have a pre-phase Job Hazard Analysis written out on the attached form, the CDI project superintendent will call a pre-phase meeting. This meeting will always be attended by the supervisory personnel of the contractor(s) submitting the plan, the CDI project superintendent, the CDI safety engineer/coordinator, and the CDI area superintendents responsible for that particular phase of work. Copies of the written plan will be distributed to all those present and the originator of the plan will be asked to go down his list of items explaining each one as he goes and allowing comments from all those present. Under no circumstances is work to be allowed to begin without first having the job hazard analysis approved.

12.5 CONSTRUCTION ACTIVITIES

Construction activities requiring pre-phase safety plans will include the following:

- Layout
- Asbestos Abatement and Disposal
- Demolition
- Excavation and Trenching
- Earthwork, Paving, and Miscellaneous Site Work
- Rebar Installation Work
- Concrete Work
- Masonry Work
- Structural Steel Erection including Metal Decking
- Miscellaneous Steel
- Thermal and Moisture Protection

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Doors and Windows
Carpentry Work
Roofing and Waterproofing Work, including Metal Roofing
Siding
Interior and Finish Work, including Painting
Mechanical Work
Electrical Work
Conveying Systems

12.6 DIFFERENT PHASES

Listed below are items that should be considered in the different phases of construction:

- 12.6.1 Layout of haul roads, speed limits, access roads, storage areas, utilities, shop area, offices, fuel storage tanks, parking areas, electrical distribution lines.
- 12.6.2 Temporary electrical installations (methods of supplying electrical power and lighting).
- 12.6.3 Types of equipment to be used.
- 12.6.4 Types of protective equipment used.
- 12.6.5 Method of cleanup (types of equipment and procedures planned for use).
- 12.6.6 Methods and coordination of handling materials.
- 12.6.7 Concrete construction (type of forming, shoring, erection of precast concrete, lifting, placing, etc).
- 12.6.8 Access to work areas and work platforms.
- 12.6.9 Methods of minimizing exposure to falls.
- 12.6.10 Method of steel erection (bracing, temporary flooring, protection of steel workers, etc.).
- 12.6.11 Methods of scaffolding.
- 12.6.12 Methods of lighting.
- 12.6.13 Methods of painting (health hazard involved).
- 12.6.14 Connecting and disconnecting utility services (gas, water, electrical, sewers).

13.0 ACCIDENT INVESTIGATION

The accident scene will not be disturbed or changed if there is a serious injury or major property damage until such time as the CDI Contractors, LLC. Corporate Safety and Health Manager has completed his investigations. Procedures for investigating and reporting all accidents are covered in the Company Safety

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and Health Plan contained within this booklet. In addition to these requirements, the following will be adhered to:

13.1 ACCIDENT

The CDI Safety Engineer/Coordinator will inform the Safety and Health Department in Little Rock, AR, and the Corporate Safety and Health Manager immediately after a lost-time accident occurs. The office phone is 501-666-4300.

The Safety Engineer/Coordinator will also furnish the Safety Department a copy of the insurance carriers' standard form, "First Report of Injury" for all cases that are sent to a doctor. ***This copy is required to be faxed to the Safety Department the day of the accident.***

Each accident for all contractors will be investigated by the individual contractor using the standard Accident Investigation Report included with this plan. In accidents involving strains or sprains, use the "Strain Supplement" also.

13.2 FIRST AID CASE HISTORY REPORT

One copy of this form is to be submitted at the end of each month by each contractor.

14.0 FIRE PREVENTION AND PROTECTION

14.1 FIRE EXTINGUISHER

Fire extinguishers shall be provided in fuel areas, and fire barrels or extinguishers will be provided as required in storage and building areas. All extinguishers will be inspected, serviced and maintained.

Inspections shall be recorded on the inspection tag attached to each extinguisher.

Fire extinguishers and fire buckets shall be painted red and clearly marked "For Fire Only". Barrels will be kept filled at all times and the water will not be used for construction purposes. Antifreeze protection will be provided when necessary. The number, type and location of fire extinguishers are outlined below:

Fire Extinguisher/Water Barrel Schedule

<u>Location</u>	<u>Type</u>	<u>Number</u>
1. All CDI Vehicles	10 B	One Each
2. Field Office	2-A	One Each
3. Material Storage Vans	2-A	One per Van
4. Flammable Liquid Storage Areas	20-B	One per Area (outside, within 10 ft)
5. Where flammable Liquid or Gas is Being Used	10-B;C	One Each (Within 30 feet)
6. All Other Buildings	2-A (or)	One per each 3000 as required SF but not less than 100 feet from any location

14.2 BURNING

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No material will be burned at the project site unless otherwise specified in the subcontract, and/or approved by the site Superintendent.

14.3 EXPLOSIVES

The use of explosives at the project site is prohibited.

14.4 TEMPORARY HEATING DEVICES

Only approved devices shall be used. Temporary heating devices that are the open flame type with exposed fuel below the flame and using such fuels as coal, oil or wood are forbidden.

14.5 FLAMMABLE LIQUIDS

All flammable liquids including paints will be handled and stored in a manner to conform to NFPA and OSHA requirements. The storage area will be located at a site approved by the CDI Project Superintendent.

"No Smoking within 50 Feet" signs will be posted in and on all required storage areas and materials. Only authorized personnel will be allowed access to these areas; when access is not required, they will be kept under lock and key.

14.6 PLUMBERS AND WELDERS

Suitable fire extinguishers will be provided.

14.7 FIRE DEPARTMENTS

The Little Rock Fire Department will be informed of the project location and type of work being performed. Their telephone numbers will be prominently displayed and they shall be notified in the event a fire occurs.

14.8 EMERGENCY PROCEDURE

Fire emergency procedures are covered under Section 7.2 of this Plan.

15.0 TEMPORARY ELECTRICAL

Temporary electrical service shall be installed and maintained to conform to all of the requirements along with all applicable provisions of the NESC, NEC and OSHA. Where required, appropriate warning signs will be posted. All temporary components shall be plainly marked to indicate the maximum operating voltage. All circuits shall be protected against overload and grounded with Ground Fault Circuit Interrupters (GFCI) provided for temporary outlets. Assured Grounding is required.

As part of the Contractor Quality Control System, safety will comprise an integral part of the Daily Inspection. This will include new work areas as well as maintenance of existing temporary service.

All portable generators are required to be grounded.

16.0 EQUIPMENT INSPECTION

Before any machinery or mechanized equipment is put into use on this job, it shall be inspected and tested by a qualified person and determined to be in safe operating condition, including reverse signal alarms, guards for moving parts and hot surfaces, overhead protection, and rollover protective structures when required. All operators shall be familiar with applicable provisions. Forms for accomplishing these inspections are contained herein. Continued on-the-spot inspections by each contractor having such

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equipment or machinery shall be made at such intervals as necessary to insure a safe operating condition and proper maintenance. Any machinery or equipment found to be in an unsafe operating condition shall be tagged at the operator's position "Out of Service - Do Not Use", and its use prohibited until unsafe conditions have been corrected. Inspections for determination of road conditions and structures shall be made to assure that load capacities are safe for the passage or placing of machinery or equipment. Monthly records are maintained as to proper service of equipment. Scheduled inspections of CDI Contactors, LLC. equipment condition will be made by a qualified Home Office Equipment Supervisor to insure its strict compliance with the safety requirements as stated. Similar spot inspections will be given to subcontractors' equipment. Each supervisor will be responsible for reporting malfunction of any piece of equipment that is being used in his particular phase of work. Platforms of all hoisting equipment shall be equipped with broken cable safety devices. Only persons who are dependable and fully qualified by experience in hoisting operations shall be used as signal men when signaling is required. Necessary traffic control, danger signs and instructional safety signs shall be installed where required in the proper color and quantity. Danger signs will be prominently displayed as well as "Slow" and "Caution" signs and "No Smoking" signs. Here again, violation by employees will be cause for dismissal and they will be so informed.

All repairs on machinery or equipment shall be made at a location that will provide a safe place for repairmen. Heavy machinery, equipment, or parts thereof which are suspended or held apart by use of slings, hoists, or jacks shall also be substantially blocked or cribbed before men are permitted to work underneath or between them. Bulldozer and scraper blades shall be lowered to rest when not in use. Any guard or safety device removed or made ineffective shall be replaced or restored to safe operating condition immediately after completion of work that required its removal. All personnel on the project will be made aware of the traffic regulation for this location.

17.0 SUBCONTRACTOR PARTICIPATION IN SITE SPECIFIC SAFETY AND HEALTH PLAN

Each of our standard subcontracts has incorporated therein the same safety requirements as are part of our contract and their enforcement is equally mandatory.

Each subcontractor will be furnished a copy of this Plan so that there will be no doubt as to his participation in the Site Specific Safety and Health Plan and compliance thereto.

Subcontractor's supervisors will be required, as are the General Contractor's supervisors, to conduct weekly Tool Box Safety and Health Meetings pertinent to their area of construction. Subcontractor's supervisors will submit to the project engineer the same certification data and reports as the General Contractor's supervisors.

18.0 SAFETY AND HEALTH ENGINEERING SUPERVISION

Amerisure Insurance Co. will be the general contractor's insurer for Workmen's Comprehensive, General Liability, and Automobile Liability. Safety and Health inspections and visits will be done randomly by **Amerisure's Engineering Department**.

A weekly self-inspection is to be performed by the designated and qualified management representative. The CDI Contractors, LLC. Safety and Health Inspection Checklist will be used as a guide for these inspections and a record kept on file to document them.

19.0 COMPANY SAFETY AND HEALTH PLAN

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STATEMENT OF POLICY

It is the policy of CDI Contractors, LLC. to perform work in the safest manner possible consistent with good construction practices. To fulfill the requirements of this policy, an organized and effective safety and health program must be carried out at each location where work is performed. Furthermore, it is our philosophy to make safety equal in importance to quality, schedule, cost, and production.

Construction is a unique industry in terms of challenge and rewards. While construction methods and techniques have improved and consistently increased the efficiency and productivity of the industry, the accident incidence rate for construction has been one of the highest of all industries. Also, our direct and indirect job costs and costs of doing business are known to fluctuate in direct proportion to the incidence of accidents. Effective preventive measures must be identified and successfully applied.

Accidents can be prevented through planning, training, and a cooperative effort in all areas of our operations. In an effort to prevent death, injury, and unnecessary hazard to our employees and to the public, loss of production, time, and damage to equipment, and to increase our competitive position, this Company has established the following Corporate Safety Manual.

OBJECTIVES

The objectives of this Safety and Health Reference Manual are as follows:

1. To provide a safety and health reference manual consistent with good construction practices.
2. To create an attitude of safety and health consciousness in management, field supervisory personnel, and all operating crafts.
3. To minimize accidents through incorporation of safety and health considerations into the pre-planning of the work to be performed on each project. Planning for safety and health requires the identification of present and future hazardous conditions in each operation to be performed on the project.
4. To provide a uniform policy of safety and health management which is consistent with OSHA, Owners with which we do business, the Associated General Contractors, our insurance carriers, and our Company's Safety and Health Committees.
5. To provide assignment of specific responsibilities for effective enforcement and control of the Company's safety and health program.
6. To provide a means for continuing development and updating of safety and health education and training.
7. To provide for the involvement of our subcontractors in a continuing safety and health program.

MANAGEMENT RESPONSIBILITIES

The responsibility for the health and safety of our employees rests with all levels of management. The specific areas of responsibility are as follows:

1. Development and implementation of safe and healthful work practices and working conditions, and an attitude of safety among all employees.
2. Appointment of appropriate persons to administer the program.

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3. Provide for a means of collecting, evaluating, and circulating safety and health information, necessary audio visual aids, and other appropriate materials.
4. Circulation of memos on current problems to all field personnel.
5. Maintenance of injury and illness record keeping systems with periodic review and evaluation.
6. Continuous field inspections of safety and health work practices and conditions, using checklists that will be reviewed with site personnel.
7. All levels of management and supervisory personnel must totally commit to the following principles that are the foundation on which our Company's safety and health program is built:
 - a. All injuries and occupational illnesses can be prevented.
 - b. Safety is a line management responsibility.
 - c. All construction and operating expenses can be reasonably safeguarded.
 - d. Line management has a responsibility to train all employees to work safely.
 - e. Preventing injuries and incidents is good business.
 - f. Working safely is a condition of employment.

DIRECTOR OF SAFETY AND HEALTH

The Director of Safety and Health has the responsibility of managing and administering the total Company Safety and Health Accident Prevention Program, and Risk Management and Loss Control Programs, including the management of general liability, auto, workmen's compensation, and all the medical claims. The Director of Safety and Health is to report directly to the Company President. They are responsible for assuring compliance with the Company's established policy statements concerning safety and health.

The responsibility for implementing the safety and health program is delegated by the President to the various vice presidents, directors, and project managers, superintendents, and foremen. Making the program work is a part of their job responsibilities. Each member of management is held accountable for the safety and health of every person in their area of responsibility.

The Director of Safety and Health shall assist and support all levels of field management in establishing and maintaining an effective safety and health program by:

1. Providing educational training materials designed to develop and maintain an effective safety and health program.

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2. Providing technical assistance and advice to field personnel as needed; participation in the prejob planning conference to establish safety phases for all new jobs. The Director of Safety and Health will be advised of all OSHA inspections and their alleged citations. They will represent the Company in all dealings with OSHA for either the payment or contest of such citations.
3. Coordination of the efforts of the insurance safety engineers with each jobsite superintendent.
4. The Director of Safety and Health has the authority to immediately intervene in any situation where the potential for injury, illness, loss of life and/or property damage exists. All personnel will comply with their directives.
5. The Director of Safety and Health will make frequent inspection visits to the field, especially to projects that are experiencing a negative injury/illness trend to assist the project superintendent in recognizing, evaluating, and controlling the safety and/or industrial hygiene problems.
6. Manage the statistical database information on all occupational injuries and illnesses, their investigation and costs, and have this information reported on a monthly basis to Company managers and field personnel.
7. Keep Company managers and field personnel advised of federal, state, and other safety and health regulations and furnish interpretations of these regulations.
8. Establish and monitor work safety and health standards and procedures throughout the Company.
9. The Director of Safety and Health is to be notified immediately of all accidents resulting in death or serious injury so that the proper, timely notification can be made to the insurance carrier, the Department of Labor, and other parties requiring such information. The Director of Safety and Health shall personally investigate these serious accidents. Also "near miss serious incidents" where death or serious injury was narrowly avoided will be reported to the Director of Safety and Health immediately. The scene of the accident will be sealed off and nothing altered or disturbed until authorized by the Director of Safety and Health.
10. Manage the Company Safety and Health Incentive Programs and advise the project management in methods of administering the project incentive programs.
11. Represent the Company in regional, national and international safety and health activities when necessary.
12. The Director of Safety and Health will be notified immediately of all accidents, with a copy of all the accident records being sent to their attention.

PROJECT MANAGER AND AREA MANAGER

The project manager and area manager is where the responsibility "buck stops" for the effectiveness of the safety and health program on their project(s). They monitor all supervisory personnel under their direction to assure compliance with the accident prevention program.

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SUPERINTENDENT AND AREA SUPERINTENDENT

The project superintendents shall be responsible for the overall safety and health program on each project. The project superintendent shall be responsible for insuring that subcontractors comply with the safety and health program and the enforcement of provisions set forth for their project. Getting the safety and health program organized and in operation right at the start of the project is important. Many of our serious accidents occur during the move-in and early weeks of construction.

1. Consider the safety and health factors in operational planning by doing Job Hazard Analysis and Safety Task Assignments. Provide for personal protective equipment, machine guards, warning signs and barricades, fire extinguishers, etc., in advance. Plan to eliminate all hazards.
2. Spend time with each individual craft person explaining our safety and health policies and the hazards of their particular work. See that the initial indoctrination of "new hires" is carried out by a qualified person without exception throughout the course of the work. See that the foremen follow up with indoctrination of the specific hazards of the individual's work before they start to work.
3. Check out all heavy equipment operators carefully. Be sure they are qualified. Watch them closely for the first few hours. Remove incompetent people before the accident happens.
4. Hold weekly supervisory safety and health meetings starting the first week even though there may be only a few personnel to attend.
5. Establish a time for weekly tool box safety and health meetings. See that each foreman holds their meeting the first week and every week thereafter. It is important to get the safety and health attitudes and work habits started at the beginning.
6. Install project safety and health bulletin board. See that it is in good shape, with posters and information applicable to work. Change the posters often.
7. Watch the "odd jobs" carefully (unloading operations, etc.). It is the "odd jobs" of the work that are incidental to production that too often result in serious accidents. Make sure these jobs are being done according to a safe plan with the right equipment and qualified personnel.
8. Never allow employees to short cut safety for expediency. Safe work practices and conditions will always give better cost in the long run.
9. Look for unsafe acts of employees and unsafe conditions constantly. Take action to prevent recurrence immediately.
10. Establish specific safety and health procedures. Make sure they are known and understood by all concerned. Enforce them constantly.
11. Maintain appropriate safety and health reference materials, first-aid supplies, and personal protective equipment.
12. Provide for adequate temporary sanitary facilities with regular servicing.

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13. Provide for drinking water from an approved local source. Drinking water shall be dispensed from an insulated container to prevent contamination between the source and the consumer. Paper cups shall be provided with each drinking water container. Fresh water shall be provided daily.
14. Provide for protection of the general public during project duration.
15. Provide adequate parking facilities for employees consistent with good safety practice and local requirements.
16. Be responsible for orderliness or good housekeeping on the jobsite.
17. Cooperate with the insurance carrier engineer and personally participate in all field inspections.
18. Personally accompany the Director of Safety and Health on all field inspections. The Director of Safety and Health has the authority to give field directives on hazardous conditions and/or work practices. It is the superintendent's responsibility to see that these directives are complied with immediately.
19. The superintendent must hold a current first-aid and CPR card.
20. Give each subcontractor a copy of the CDI site specific written Safety and Health Program before the commencement of work on the project. Explain to subcontractors their contractual commitment to comply with this program.

JOB SAFETY AND HEALTH COORDINATOR

It shall be the duty of the job safety and health coordinator (as appointed by project management) to assist the job superintendent and all other levels of line supervision in the initiation, education, and execution of an effective safety and health program generally, and more specifically as follows:

1. Be thoroughly familiar with the site specific Safety and Health Program, and assist the job superintendent in the execution of standard policies.
2. Introduce our Safety and Health Program to new employees.
3. Assist supervision with suggested "Tool-Box Meeting" topics and assist them with their Tool-Box Meetings.
4. Maintain record of Tool-Box Meetings held and follow up to make sure these meetings are being held (Form C1.1).
5. Follow up on recommendations, suggestions, etc., made in Tool-Box Meetings.
6. Assist the foreman with preparation of monthly accident reports and investigations as may be required by OSHA, MSHA, the Owner, and the Company Safety and Health Department.
7. Maintain the Safety and Health Bulletin Board.

SITE SPECIFIC SAFETY PLAN

8. Conduct a safety and health inspection at least once each day.
9. Coordinate the Job Safety and Health Program with Owner, Owner's Representatives, Insurance Carrier, etc.
10. Maintain adequate stock of first-aid supplies and other safety equipment to ensure their immediate availability, and make sure the project has an adequate number of currently certified first-aid and CPR qualified people on the job.
11. Coordinate thorough investigations of all serious accidents in accordance with established policies.
12. Be thoroughly familiar with the state or federal OSHA and Company Safety and Health Program regulations and procedures.

FOREMAN

The following is an outline of the general responsibilities of the foreman on the job, and a guide as to the authority the foreman may use to carry out these responsibilities.

The foreman is responsible for:

1. Safety Task Assignment (STA): Before assigning a worker to any job, new or repetitive, the foreman is responsible for giving them a STA, which includes showing and explaining to them the safety and health precautions and actions that must be taken before proceeding with the task.
The foreman must clearly instruct each worker, and follow through to see that all instructions are clearly understood and followed by each of the workers. Don't assume anything!
2. Conduct Weekly Toolbox Safety Meetings: The foreman will conduct this meeting with their crew(s) on a subject that is pertinent to the job at hand and the type of work that is being done or will be done during the week. Use of "hands on" demonstrations of proper procedures and methods is highly recommended in these meetings. A written report of the specific items discussed must be made which will include signatures of all those present using the "Foreman's Tool Box Meeting" Report. It is preferable that this meeting be held before work starts on Monday mornings.

The project superintendent and/or project manager will monitor these meetings and give specific constructive feedback to the foreman on ways these meetings can be improved.

3. Planning: Planning work and moves ahead of time helps to avoid delays for the crew. If you plan to have all of the proper tools and safety equipment needed for a particular job there when the crew gets there, you will avoid down time for them as the proper gear is rounded up. Foremen are required to be directly involved in all pre-phase planning meetings and Job Hazard Analysis that will in any way involve their area(s) of responsibility. The project management team will heavily depend on their experience and recommendations in ways to prevent a potentially hazardous job operation from becoming an injury or illness. It is vitally important that the foreman put effort into this thought process and try to anticipate anything that can possibly go wrong and recommend ways to prevent accidents from happening.

SITE SPECIFIC SAFETY PLAN

4. Tools and Equipment: Take care to see that materials, tools, and equipment are used properly and regularly inspected and maintained in a safe operating condition. Make sure all tools and equipment are in safe operating condition before the task is allowed to begin. Teach each of your workers to report and tag out all defective tools and equipment immediately.
5. Accident Investigation: When an accident occurs, including a "near-miss" type incident where no one was actually hurt, it means that something is in need of adjustment in the foreman's area of responsibility.

The accident investigation must not be taken lightly. The foreman is the person the company has entrusted to find out why each and every accident has happened no matter how minor, and, above all what specifically has been done to prevent it from happening again. The Foreman's Accident Investigation Report (Form C7.2) is a very important part of a foreman's responsibility. This form must be filled in completely with thought and accuracy by the foreman. After the investigation is complete, the report will be reviewed and evaluated by the project superintendent. This report must be completed and given to the project superintendent no later than 2 hours after the accident. Failure of a foreman to properly and completely investigate and timely report all accidents in their area of responsibility will be considered by the project superintendent and management as a serious neglect of their supervisory duty.

6. STOP Unsafe Acts of Employees Immediately and Correct Unsafe Conditions: When a foreman sees a worker doing something that is unsafe, they must stop the worker immediately and teach them the safe way of doing the operation. If an unsafe condition is observed, the foreman must have it corrected immediately and call it to the attention of all those workers who may have created or caused the condition. This will reinforce the correct work methods and acceptable work procedures in the individual employees so that they will recognize unsafe conditions and prevent their occurrence. A productive foreman will be constantly observing all of the people, materials, and conditions that are within, or effecting their area of supervisory responsibility.
7. Enforcement: Enforcement of the jobsite safety and health program is the foreman's direct responsibility. If a foreman is not enforcing safety and health as part of their overall job, they will be removed from their supervisory position.

EMPLOYEE

It is the duty of each Employee to know the Safety and Health Rules and conduct the work in compliance with those rules. Disregard of the safety and health rules and procedures shall be grounds for discharge. It is the duty of all employees to make full use of safeguards provided for their protection.

Each Employee shall abide by and perform the following:

1. Approved hard hats will be worn by everyone without exception. The job office shall also keep a supply of hard hats available for visitors to the job.
2. Wear suitable work clothes. No muscle shirts, tank tops, cut-off abdomen shirts, or fish-net shirts are allowed.

SITE SPECIFIC SAFETY PLAN

3. Wear suitable work boots or shoes in good repair. The wearing of sneakers or lightweight shoes is not allowed.
4. Goggles and/or safety glasses with side shields are required for employees at all times.
5. The standard CDI full-body safety harness will be worn and workers will be appropriately anchored from falling and injuring themselves when working above the ground or floor where a standard handrail or net system cannot be used for fall protection.
6. Employees shall not remove safety guards, except for purpose of adjustment, oiling, or repairs, and then only after the machine has been locked out and tagged.
7. Employees shall not operate a machine or tool unless a guard or method of guarding is in working order and in place.
8. Employees shall turn-off machine or tools before oiling, fueling, adjusting, or repairing.
9. Employees shall report any safeguard not accomplishing its intended function.
10. Appropriate personal floatation devices will be worn where there are water hazards as directed by the foreman.
11. Employees observed working in a manner which might cause injury to either them or other employees will be instructed of the danger and will immediately correct their method of operation.
12. When nature of work requires the use of signals, they must be thoroughly understood before a job is begun. When in doubt as to the meaning of any signal, do not proceed until the question has been resolved. Visual signals are preferable to those given orally. Signals shall be given by only one person at one time, and such person must be in a position to have a clear unobstructed view of the area affected by their signals.
13. Employees must not work underneath or over others without first notifying them and must see that proper safeguards or precautions have been arranged.
14. Jobs shall be left in a safe and healthful condition. Before leaving the job, employees shall correct, or arrange to give warning of any conditions that might result in injury or illness to fellow employees unfamiliar with existing conditions.
15. Dangerous conditions or practices observed at any time shall be reported as soon as possible to the foreman or other management authority.
16. Employees shall report all occupational injuries or illnesses, no matter how minor, to responsible authority or supervisors immediately. This is a condition of employment.
17. Employees are required to utilize the CDI designated medical facilities for treatment of all occupational injuries or illnesses unless local laws prohibit such designations.
18. Know where first-aid, fire-fighting equipment, and other safety devices are located.

SITE SPECIFIC SAFETY PLAN

19. BE CAREFUL - Your life depends on it! At any time you are in doubt about a procedure, tool or equipment, stop and ask your foreman. You must attend a Safety and Health Meeting once a week. Ask your foreman where and when they are held.

20.0 SCAFFOLDING

Any scaffolding used will comply with the following provisions. Toe-boards are required on all scaffolding that exceeds **6 ft** in height. Gravity lock pins will be in place at all scaffold connections. Canopies will be erected to protect workers entering and exiting the building. At access points toe-boards will be placed at both the inside and outside of the building. Scaffold tags will be placed at all access points and the competent person will inspect the scaffold prior to use and sign off on the scaffold tag. Level in use tags will also be used denoting which levels are safe for use. All access points will have gates. Crossing guardrails for access will not be permitted. Controlled Access Zones will be established around work areas. Training certifications are required for anyone working on a scaffold.

Mobile scaffolds used will comply with the following provisions. Toe-boards are required on all scaffolding that exceeds **6 ft** in height. Scaffold wheel will be locked when in use.

21.0 FALL PROTECTION

Below 18 ft, retractables will be used. 6 ft lanyards will not be acceptable. In aerial lifts either a restraint device or retractable will be used. 6 ft lanyards in aerial lifts are not allowed. Horizontal lifelines will be engineered and approved by a Professional Engineer. Training certifications are required for anyone using fall protection.

22.0 ELECTRICAL

GFCI is required on all temporary wiring or when plugging into permanent power. Portable generators will be grounded. Electrical cords, power cords will be tested quarterly for the Assured Grounding Program.

Inspection Period

December 15-December 31

March 15 – March 31

June 15 – June 30

September 15 – September 30

Color Code

White-expire March 31

Green – expire June 30

Red – expire September 30

Orange – expire December 3

23.0 LADDERS

No aluminum ladders are allowed. Do not separate extension ladders.

24.0 RIGGING

All rigging will have capacity tags that are legible.

SITE SPECIFIC SAFETY PLAN

Form CI.1

FOREMAN TOOL BOX MEETING REPORT

FOREMAN _____ DATE _____ TIME _____ SHIFT _____

JOB NAME _____ NO. IN CREW _____ NO. ATTENDING _____

Subjects Discussed:

Suggestions Made:

Action To Be Taken:

Superintendent's Remarks:

SIGNATURES OF THOSE ATTENDING

1 _____	11 _____	21 _____
2 _____	12 _____	22 _____
3 _____	13 _____	23 _____
4 _____	14 _____	24 _____
5 _____	15 _____	25 _____
6 _____	16 _____	26 _____
7 _____	17 _____	27 _____
8 _____	18 _____	28 _____
9 _____	19 _____	29 _____
10 _____	20 _____	30 _____

(Superintendent)

(Foreman)

SITE SPECIFIC SAFETY PLAN

Form C1.2

WEEKLY SAFETY AND HEALTH MEETING REPORT

JOB _____ DATE _____

SUBJECT DISCUSSED:

SAFETY HAZARDS EXISTING - EMPLOYEE SAFETY SUGGESTIONS:

SUBCONTRACTORS REPRESENTED:

DIRECTIVES ISSUED:

ATTENDANCE:

SUPERINTENDENT OR FOREMAN

SITE SPECIFIC SAFETY PLAN

ATTACHMENT "A"

FOREMAN/SUPERVISOR SUMMARY OF BASIC SAFETY AND HEALTH RESPONSIBILITIES

Each foreman or supervisor, as a condition of his supervisory position on this project, must totally commit himself to upholding the following basic safety and health responsibilities:

1. SAFETY TASK ASSIGNMENT (STA)

- Before assigning a worker to any job, new or repetitive, give him a STA--that is showing and explaining to him the safety and health precautions and actions that must be taken before proceeding with the task.
- Clearly instruct each worker, and follow through to see that all instructions are clearly understood and followed by each of your workers. Don't assume anything!

2. CONDUCT WEEKLY TOOLBOX SAFETY MEETINGS

- Conduct a minimum of one weekly safety meeting with crew(s) (preferably first thing on Monday mornings).
- Select subject pertinent to the job at hand.
- Use "hands on" demonstrations of proper procedures and methods.
- Document the meeting on Form C1.2, and have all present sign.

3. PLANNING

- Plan all moves ahead of time to get tools, materials and all proper personal protective equipment (safety gear) to do the job safely.
- Be an active participant in the development of all Job Hazard Analyses and attend all Pre-Phase Meetings that will in any way involve your area of responsibility on this project.
- Do not allow any new phase of work to begin until the project superintendent has conducted the respective Pre-Phase Meeting and has issued you a final, approved Job Hazard Analysis.

4. TOOLS AND EQUIPMENT

- Take care to see that materials, tools, and equipment are used properly and regularly inspected according to CDI Safety and Health **Procedure 21C**.
- Make sure all tools and equipment are in safe operating condition before the task is allowed to begin.
- Teach each of your workers to tag out all defective tools and equipment immediately.

5. ACCIDENT INVESTIGATION

- Personally investigate all accidents that happen within your area of responsibility. This includes even minor accidents and also "near-miss" type accidents where no one was actually hurt and nothing was damaged.
- Use the Accident Investigation Report (Form C7.3) and fill in all the information. Do not overlook the most important part of the investigation--that is, specifically what has been done to prevent it from happening again.
- Your completed Accident Investigation must be on the project superintendent's desk no later than 2 hours after an accident.

6. STOP UNSAFE ACTS OF EMPLOYEES IMMEDIATELY AND CORRECT UNSAFE CONDITIONS

- When you see a worker doing something that is unsafe, stop him immediately, and teach him the safe way of doing the same operation.
- When you observe an unsafe condition, have it corrected immediately and call it to the attention of all those workers who may have created or caused the condition. This will reinforce the correct work methods and acceptable work procedures in the individual employees so they will recognize unsafe conditions and prevent their occurrence.

7. ENFORCEMENT

- Enforcement of our project safety and health program is your direct responsibility.
- Workers who violate our project safety and health rules, policies and procedures must be stopped and talked with immediately in a positive manner so that the unsafe actions will be prevented from occurring again.
- If a foreman does not enforce our safety and health standards, he will be removed from his supervisory position.

Form C3.2

SITE SPECIFIC SAFETY PLAN

ATTACHMENT "B"

CONFIRMATION OF FOREMAN/SUPERVISOR INDOCTRINATION AND COMMITMENT

I, _____, do hereby certify that
(print or type full name of foreman/supervisor)

I was, this day, given by my project superintendent or project manager a one-on-one, in-depth description of my basic responsibilities, duties, and commitments as a foreman or supervisor for _____. I do hereby affirm that I do fully accept all of these
(print or type project/area of responsibility)

responsibilities that have been explained to me, and that I have been given a copy of Attachment "A" that is a summary of those responsibilities. Furthermore, I also affirm that I am totally committed to enthusiastically supporting and vigorously enforcing the CDI Contractors, LLC. Safety and Health Program's policies and procedures of this project.

(Date) _____
(Signature of foreman/supervisor)

I, _____, do hereby confirm that I have, this day,
(print or type full name of project superintendent or project manager)

personally given the "Foreman/Supervisor Indoctrination and Commitment" to _____
_____ accurately and completely as prescribed in
(print or type name of foreman/supervisor)

the CDI Contractors, LLC. Safety and Health Reference Manual.

(Date) _____
(Signature of project superintendent or project manager)

DESIGN PROVISIONS

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RUSSELLVILLE, ARKANSAS**

DESIGN PROVISIONS

The scope of the Vendor Work (check one of the following):

1. _____ Includes design-assist work and services to be provided by Vendor, and the terms of Section I and III below are incorporated into the Purchase Order;
2. _____ Includes design-build work and services to be provided by Vendor, and the terms of Section II and III below are incorporated into the Purchase Order; or
3. _____ Does not include design-assist or design-build work and services to be provided by Vendor, and therefore Sections I, II and III below are not applicable.

Section I. Design-Assist Provisions

If item 1 is checked above, the following provisions are incorporated into the ~~Purchase Order~~:

- a. The Project design may be developed in phases, as set forth in the Prime Contract. The drawings, specifications and other design documents for the Project will be developed based upon the scope set forth in the Prime Contract, as such scope may be further detailed and refined from time to time, in accordance with the terms set forth in the Prime Contract. Vendor agrees to comply with the requirements of the Prime Contract, as said requirements may be modified by CDI and Owner during the development of the final Construction Documents for the Project. With respect to the Purchase Order Work, Vendor will also coordinate its efforts with CDI and all design professionals retained by the Owner or CDI so that the design is accomplished in accordance with the Prime Contract. Vendor shall provide all submittals of the design required of it under this Purchase Order at such stages as CDI may require and in accordance with the Project Schedule. Vendor will be required to carefully and fully review all design documents relating to the Purchase Order Work, as they are prepared by others, and then coordinate, value-engineer, adapt and/or modify the Purchase Order Work, as directed by CDI, to assist the Owner and CDI in maintaining the Project scope, budget and schedule as the Project design is developed and finalized pursuant to the Prime Contract. Such coordination, value-engineering, adaptation and/or modification and all other design assistance to be provided by the Vendor hereunder has been anticipated by the parties and included in the Purchase Order Sum. Vendor acknowledges and agrees that a material inducement to CDI to enter into this Purchase Order with the Vendor is the Vendor's agreement to coordinate, value-engineer, adapt and/or modify the Vendor Work, as directed by CDI, and otherwise provide design assistance as noted above. Vendor acknowledges and agrees that such design assistance is included within the scope of the Purchase Order Work, and unless there is a material and substantial change in the scope of the Purchase Order Work, Vendor shall not be entitled to any adjustment to the Purchase Order Sum as a result of the development of the final Construction Documents or any design assistance provided by Vendor hereunder

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DESIGN PROVISIONS

- b. Vendor shall review all laws, statutes, ordinances, fire, safety and building codes, rules and regulations applicable to the design and/or construction of the Purchase Order Work. Vendor shall review and provide CDI with written comments on all design documents applicable to the Purchase Order Work as they are developed and prepared, such written comments to be provided within such time periods as may be established by CDI from time to time. Such review and comments by Vendor shall include conformance of such documents with the Project scope and all other requirements of the Contract Documents, including all legal requirements noted above. Further, all shop drawings and other submittals provided by Vendor hereunder must comply with all of the requirements of the Purchase Order and the Contract Documents, including all of the legal requirements noted above, as well as complying with the Project scope as it is developed and refined through the final Construction Documents. Interpretations of the building code (and any other codes applicable to the design and construction of the Purchase Order Work) or obtaining any necessary variances to such codes (which variances must be approved in advance by CDI and the Owner), by any governmental authority with jurisdiction over the Purchase Order Work, are the Vendor's responsibility. Vendor shall be responsible for obtaining all necessary permits and other governmental approvals associated with the Purchase Order Work.

Section II. Design-Build Provisions

If item 2 is checked above, the following provisions are incorporated into the ~~Purchase Order~~:

- a. This is a design-build Purchase Order; therefore the Vendor Work includes the provision of all necessary design services for the proper design of the Purchase Order Work, including the obligation to cooperate with CDI's efforts to coordinate the Vendor's design services with the Designer and any other Project designers and engineers. Vendor acknowledges that CDI is relying on Vendor's representations of its high level of experience as a design builder and the design-build method of delivery, including business administration, design services (including development and supervision), construction, construction management, superintendence and specialized skill and ability with respect to the type of work to be performed by Vendor under this Purchase Order.
- b. As a design-build Vendor on this Project, Vendor expressly acknowledges and agrees that, with respect to the Purchase Order Work, Vendor is to provide the design and to cooperate with the efforts to develop and refine the design and construction documents, without any increase to the Purchase Order Sum. With respect to the Purchase Order Work, Vendor shall be the professional of record, responsible directly to the Owner. The Designer's services in connection with Vendor's designs shall be limited to the review by the Designer of such designs only for conformance to the aesthetic aspects of the Project's overall architectural design and major space limitations; and the coordination of components designed by the Vendor with Designer's design (i.e., to check for interferences, interface and compatibility of the design-build component with

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DESIGN PROVISIONS

Designer’s design).

- c. Vendor represents and warrants that it is fully licensed (including all necessary professional design licenses) in the state where the Project is located to perform the Purchase Order Work, and that all of its subcontractors and subconsultants, of any tier, if required by applicable law, shall be fully licensed (including all necessary professional design licenses) and qualified in the state where the Project is located.

Section III. Provisions Applicable to Design-Build and Design-Assist

- a. To the extent that the Project drawings and specifications are anticipated to require further development by the Designer, Vendor has provided in the Purchase Order Sum for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. The Purchase Order Sum includes all of Vendor’s contingencies, including all contingencies for any further development of the Project drawings and specifications as provided above.
- b. The Vendor shall maintain, at its own expense, a professional liability policy of insurance with the limit of liability of not less than \$1,000,000 per claim with a \$1,000,000 annual aggregate and not more than a \$100,000 deductible. The policy shall have a retroactive date earlier of contract execution or commencement of Services. The Vendor shall provide written notice to CDI before any insurance required by this Exhibit “E” is cancelled or not renewed per Section 5.1.2 of this Purchase Order Agreement. This policy must remain continuously in force for a period of one (1) year after Substantial Completion. In the event of termination of this coverage prior to one (1) year after Substantial Completion, the Professional must provide evidence of either a twelve (12) month extended reporting period endorsement, or a replacement policy with a retroactive date of the earlier of contract execution or commencement of Services. The Professional shall assure that all consultants or other design professionals engaged or employed by the Professional carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered.

DATE: _____

DATE: _____

CDI Contractors, LLC

Vendor

BIM GENERAL CONDITIONS

**CHEROKEE NATION BUSINESSES, LLC
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BIM GENERAL CONDITIONS

TABLE OF ARTICLES

1. INTRODUCTION
2. DEFINITIONS
3. BIM GENERAL REQUIREMENTS
4. PROJECT ROLES & RESPONSIBILITIES
5. COORDINATION CYCLE
6. MODEL RISK ALLOCATION & PROPERTY RIGHTS

ARTICLE 1 INTRODUCTION

This BIM General Conditions document is intended to identify the roles, rights, and responsibilities of all parties utilizing BIM technology on this project. This document applies in conjunction with the project-specific BIM Execution Plan to ensure all duties and standards of each project participant are upheld and maintained. All 2D contract documents will take precedence over 3D documentation created and/or provided by project contributors. BIM coordination is subject to begin at any point during the project. This fact does not exclude subcontractors from the responsibilities listed within this document or any other contractual requirements on this job.

ARTICLE 2 DEFINITIONS

As-Built Models: A 3D construction model reflecting all changes that were made during the construction process to represent as-built conditions. Each trade should submit as-built models in Autodesk .dwg and .nwd formats, as well as in the native file type original to the authoring tool. CDI reserves the right to request additional file formats as needed.

BIM Execution Plan: A plan that specifies the goals, implementation processes, metrics and deliverables that will be used to develop BIM for the project.

Construction Model (CM): A model furnished to CDI by a subcontractor or created by CDI, representing the scope of work for that Subcontractor as defined in the CDI BIM Execution Plan for the project. At the end of the BIM coordination process, the construction model is used to produce required installation drawings or to export points to a total station for layout purposes.

Contributor: Any project participant who provides any input into the coordination process.

Federated Model (FM): A compilation of the design model(s) and all distinct construction models that incorporates detailed attributes submitted by structural, architectural, and MEP contractors. The completed federated model is expected to be a fully coordinated, clash and error free representation of all information necessary for the successful pre-fabrication of project components

Level of Detail: How much detail is included in the model element.

Model: An electronic, 3D representation of design elements that contain accurately dimensioned solid objects in terms of geospatial dimensions and relationships. Models are required to be provided and

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maintained by each trade with the intent of project collaboration and accurate depiction of as-built conditions.

Project Participant: All parties to a governing contractor or affiliated contract for the project.

ARTICLE 3 BIM GENERAL REQUIREMENTS

3.1 Model/Drawing Deliverables

3.1.1 Participants will submit a dimensionally accurate 3D construction model (CM) for their scope of work and participate in scheduled coordination meetings as defined by CDI.

3.1.2 All models will be delivered in a file format compatible with Autodesk Navisworks 2018 and BIM 360 Glue. Preferred formats are: .rvt, .dwg, .nwc, or IFC. Other formats will be acceptable only after review and approval by CDI.

3.1.3 After all models are coordinated each trade will submit installation drawings, derived directly from the coordinated model(s) for their scope of work, in PDF format. Copies of contract documents will not be accepted.

3.1.4 Each trade is required to provide a 3D model with the intent to generate as-built models. It is the responsibility of each trade to update their respective 3D model throughout construction to reflect field conditions to accurately document as-built conditions

3.2 Model Alignment

3.2.1 Each model file will have an origin point and North orientation at a location and angle defined by CDI so that all models import/export at the same location and orientation.

3.2.2 Each model file will import at the correct scale. Alignment and scaling corrections will be the responsibility of the subcontractor submitting the model and at the discretion of CDI.

3.3 Level of Detail

3.3.1 All model content will be created to a minimum of LOD 300¹ as defined in AIA Document E202 – 2008 which states that “model elements are modeled as a specific system, object or assembly accurate in terms of quantity, size, shape, location, and orientation.”

3.3.2 Model elements will be suitable for the generation of traditional construction documents and shop drawings and will be appropriate for the BIM coordination process.

3.3.3 At CDI’s discretion, some model elements may be required to be modeled in greater detail for coordination purposes.

¹ Level of Detail subject to change based on project timeline. Reference BIM Execution Plan Technical Aspects tab for project specific LOD.

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3.4 Clash Detection/Views

3.4.1 Prior to scheduled collaboration meetings each trade is required to perform internal clash detection analysis for their respective trade model(s) against the architectural & structural design models to ensure that there are no conflicts. Any model conflicting with architectural elements, structural steel elements, envelope elements or itself, will not be accepted.

3.4.2 CDI will identify clashes between trades and save views in Navisworks to be resolved by the subcontractors.

3.5 Coordination Meetings

3.5.1 Trade contractors are expected to identify and correct model clashes in addition to correcting clashes identified by CDI. Proactive resolution of conflicts with other trades is encouraged.

3.5.2 A representative of each trade subcontractor with authority and knowledge to make decisions, as well as the subcontractor's BIM modeler for the project, will be required to participate in regularly scheduled coordination meetings.

3.5.3 Installation of work will not begin until that portion of the work is deemed successfully coordinated by CDI.

3.5.4 Coordination meetings are held to address difficult areas within the model(s) that are unable to be coordinated between the multiple trades themselves throughout the week. At these meetings, the resolution will be collectively agreed upon, and a trade will be identified as having to "move". All trades will adjust their respective model and repost it prior to the next coordination meeting.

3.6 File Naming Convention

3.6.1 It is critical that all trades use the mandated file naming convention provided by CDI for their file(s). Any files that do not follow the file naming convention will not be accepted.

3.7 Shared Files and Views

3.7.1 CDI will host the shared cloud location site to be used by project members for all online model coordination.

3.7.2 Navisworks Manage saved views will be used to manage the collaboration process.

3.8 Updating Models

3.8.1 Each trade is required to make corrections and update models at least once per week and prior to the clash detection analysis run by the project BIM Coordinator. Schedule of analysis (day and time) to be determined by the BIM Execution Plan. This cycle will continue until the area is completely coordinated.

3.9 Clash Review

3.9.1 Each trade is required to review clashes prior to attending the scheduled coordination

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meetings and arrive prepared to address the unresolved clashes in a constructive manner.

3.10 Collaboration Between Trades

3.10.1 Each trade is required to collaborate with other trades prior to the scheduled coordination meetings through email, telephone, in person etc., to resolve as many basic clashes as possible. There will be no costs associated or allowed with any of these changes.

3.11 Installation Drawings

3.11.1 Final installation drawings derived from coordinated models will be used for installation of work. If conflicts occur during installation, all resulting cost incurred by CDI and/or other subcontractors will be the responsibility of the subcontractor whose work is not aligned with the coordinated model.

3.12 As-Built Models

3.12.1 Each trade is required to submit a copy the approved 3D as-built models in Autodesk .DWG and .NWD formats as well as the original authoring file(s) in that program's native format. CDI reserves the right to request additional file formats as the needs of the client or project require.

3.12.2 Installation Drawings shall be used for installation of work. If this drawing conflicts with the contract documents an RFI shall be issued.

ARTICLE 4 PROJECT ROLES & RESPONSIBILITIES

It is the duty of each project participant to notify the BIM Coordinator and other affected trade(s) of any model discrepancies or issues that are found.

4.1 CDI

4.1.1 CDI will provide all available design content. Each trade is ultimately responsible for coordinating to all information contained in the 2D contract drawings and specifications as related to their work.

4.1.2 The trade subcontractor is neither required nor encouraged to wait for the distribution of the 3D model by CDI to begin their engineering and drafting efforts. Each subcontractor shall proceed with the utmost haste, using the 2D contract documents, to begin their engineering and drafting to meet the project schedule.

4.1.3 CDI will be responsible for hosting and managing the Autodesk BIM 360 Glue site for all project members.

4.2 BIM Coordinator

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4.2.3 The role of the project BIM Coordinator is typically assumed by a CDI employee assigned to the project.

4.2.2 This person will be responsible for all model related coordination including, but not limited to: file naming convention, verification of model alignment, scheduling and coordinating all models.

4.3 Structural Steel Contractor

4.3.1. The structural steel contractor will generate and provide a 3D model of their structural scope of work in addition to their contractually required 2D documentation. The 3D model will be modeled with a full fabrication detailed level of information.

4.3.2 The model shall include, but is not limited to, major structural members such as trusses, beams, columns, etc., as well as secondary and miscellaneous steel connections including gusset plates, bracing, angles, knife plates, etc., necessary for successful coordination with other trades. These models shall be updated and maintained to reflect changes in the work resulting from coordination or design changes and shall be delivered at the end of the project as an as-built record model of the structural steel system in its entirety.

4.4 HVAC Contractor

4.4.1. The HVAC contractor will generate and provide a 3D model of the HVAC systems including, but not limited to, main lines, trunk lines, branch lines, piping, and all equipment installed in the HVAC scope of work (fans, AHU's, built-up AHU's, pumps, tanks, valves, controls, heat exchangers, smoke & fire dampers, all valves including stems and handles, gauges & control valves, insulation on piping & ductwork, hangers & seismic bracing, diffusers, registers, louvers, grilles, high & low point drains, starters, etc.).

4.4.2 This contractor shall also include in the 3D model concrete equipment pads, inertia pads, and access doors. The HVAC contractor shall identify, under a separate layer, required clearances, vertical access, access doors, and accessibility requirements etc. for above listed items for code and maintenance purposes for each trade.

4.4.3 Once coordination is substantially complete for an area the HVAC contractor will provide block-out drawings for all horizontal and vertical framed block-outs for that area showing rough framed opening dimensions, elevation, and dimension to nearest grid line.

4.5 Plumbing Contractor

4.5.1 The plumbing contractor will generate and provide a 3D Model of the plumbing systems including, but not limited to, all piping systems and equipment installed in the plumbing scope of work (domestic water, chilled water, steam, storm & roof leaders, pumps, tanks, water heaters, in wall carriers, in wall plumbing equipment, all valves including stems and handles, gauges & control valves, insulation on piping, hangers & seismic bracing, clean-outs, etc.).

4.5.2 This contractor shall also include in the 3D model concrete equipment pads, inertia pads and access doors. The plumbing contractor shall identify, under a separate drawing layer, required

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clearances, vertical access, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

4.5.3 Once coordination is substantially complete for an area the plumbing contractor will provide block-out drawings for all horizontal and vertical framed block-outs for that area showing rough framed opening dimensions, elevation, and dimension to nearest grid line.

4.6 Fire Suppression System Contractor

4.6.1 The fire suppression system contractor will generate a 3D model of the fire suppression systems including, but not limited to, all risers, main and branch piping, (including heads), pumps, controllers, ATS, and equipment installed in the fire suppression system scope of work (pre-action system, dry system, and main fire suppression systems, hangers & seismic bracing, valve assemblies, drain valves, fire department valves, etc.).

4.6.2 This contractor shall also include in the 3D model, concrete equipment pads, inertia pads and access doors. The fire suppression contractor shall identify, under a separate drawing layer, required clearances, vertical access, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

4.7 Electrical Contractor

4.7.1 The electrical contractor will generate a 3D model of the electrical systems including, but not limited to, all conduit systems and equipment installed in the electrical scope of work (individual conduits over 1", racks carrying more than 3 conduits 1" and smaller, panels, transformers, switch & paralleling gear, ATS's, generators, cable trays, data racks, starters, VFD's, hangers & seismic bracing, etc. for normal, emergency and isolated power systems).

4.7.2 This contractor shall also include in the 3D model concrete equipment pads, inertia pads, light fixtures, exit signs, fire alarm, speakers, AV equipment, recessed electrical devices and access doors. The electrical contractor shall identify, under a separate drawing layer, required clearances, vertical access, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

4.7.2 Once coordination is substantially complete for an area the electrical contractor will provide block-out drawings for all horizontal and vertical framed block-outs for that area showing rough framed opening dimensions, elevation, and dimension to nearest grid line.

4.8 Facilities Management System Contractor (Controls)

4.8.1 The facilities management system contractor will generate a 3D model of the building management systems including, but not limited to, all conduit systems and equipment installed in the facilities management system scope of work (individual conduits over 1", racks carrying more than 3 conduits 1" and smaller, panels, transformers, controls, cable trays, data racks, starters, VFD's, hangers & seismic bracing, etc.).

4.8.2 This contractor shall also include in the 3D model concrete equipment pads, inertia pads and access doors. The facilities management system contractor shall identify, under a separate

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drawing layer, required clearances, vertical access, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

4.9 Specialty Systems

4.9.1 The specialty systems contractor will generate a 3D model of their specific system which includes, but is not limited to systems such as, pneumatic tubes, patient lifts, kitchen equipment, etc. The specialty systems contractor shall identify, under a separate drawing layer, required clearances, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

ARTICLE 5 COORDINATION CYCLE

5.1 TYPICAL TRADE COORDINATION SEQUENCE

- 1st -- Pitched Plumbing
 - All pitched plumbing systems are to be coordinated & modeled with the HVAC mains/trunk lines.
- 2nd – Mains/Trunk Lines
 - After pitched plumbing, HVAC mains/trunk lines will be laid out in conformance with design documents. If floor size permits, duct layout should flow systematically across a floor allowing other trades to follow behind drafted areas.
- 3rd -- Major Components
 - Once pitched plumbing & mains/trunk lines are coordinated, other major system components with locating & routing constraints are coordinated & modeled, including but not limited to:
 - HVAC branch lines
 - Fire protection mains
 - Electrical cable trays
 - Conduit racks
 - Plumbing racks
 - Pneumatic tube
 - Ceiling mounted components (diffusers, light fixtures, access panels, etc.)
- 4th -- Minor Components
 - Upon completion of coordinating, drawing, and modeling of major system components, minor components are coordinated, including branch piping and smaller conduit runs, etc.

5.2 COORDINATION SCHEDULE

5.2.1 Coordination milestones will be defined separately in order to meet project schedule.

5.3 TYPICAL COORDINATION CYCLE

5.3.1 BEGINNING OF CYCLE The cycle begins by trades uploading their models to the shared project location.

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5.3.2 MODEL INTEGRATION The project BIM Coordinator will integrate the trade models into a federated model within Autodesk BIM 360 Glue.

5.3.3 CLASH IDENTIFICATION The federated model is used to identify clashes between the disciplines or trades.

5.3.4 DOCUMENTING CLASHES Clashes will be documented by CDI via Navisworks saved views.

5.3.5 COORDINATION MEETING AGENDA The meeting agenda is established based upon shared views that are created during clash detection analysis.

5.3.6 COORDINATION MEETING PARTICIPATION Participation from CDI design representatives and from each trade is required. Designers and/or owners will participate as needed. The participation of all the involved parties is required to allow meaningful discussions of issues and minimize the resolution time. Failure of any trade to attend the coordination meeting means their work is uncoordinated and will result in that trade having to relocate their work and bear any costs associated with the relocation in accordance with the decisions of those who attended the meeting.

5.3.7 MODEL COORDINATION CDI facilitates and moderates the coordination meetings while the designers and trades use their knowledge and expertise to develop timely solutions.

5.3.8 CLASH RESOLUTION Using the most current federated model the group will develop, agree on, and document solutions to the identified clashes and conflicts.

5.3.9 RESOLUTION IMPLEMENTATION After the coordination meeting the agreed-on changes will be incorporated into both the 3D models and resulting installation drawings by the responsible participants.

5.3.10 END OF CYCLE Once the resolutions are implemented, the coordination cycle is complete. Typically, one cycle is completed each week.

5.3.11 REPEAT THE CYCLE The coordination cycle is repeated for each floor, area or zone until all clashes and conflicts have been resolved and all participating parties have confidence in the constructability of the design.

ARTICLE 6 MODEL RISK ALLOCATION & PROPERTY RIGHTS

6.1 RISK ALLOCATION

6.1.1 Each model contributor will be responsible for contributions made to a model and the information or data that is developed as a result. They are also responsible for model access and contribution by a project participant in privity with, and of a lower tier contractually than that contributor.

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6.1.2 It is the duty of each model contributor to use its best efforts to minimize the risk of claims and liability that may come from the contributor's use of, or access to, its model or any other project files. Efforts include promptly reporting errors, inconsistencies, or omissions found in any of the project models.

6.1.3 Contributors will not be held responsible for costs, expenses, liabilities, or damages that may result from the use of its model by other contributors beyond the uses dictated by this document.

6.1.4 Using project models outside of the permitted uses listed in this document is at the sole risk and discretion of the user. Nothing in this document allows for a model or other contribution to be used for a purpose other than for this specific project.

6.2 MODEL INTELLECTUAL PROPERTY RIGHTS

6.2.1 In addition to any other existing copyright or other intellectual property licenses that may exist for this project, each contributor grants to the owner and the other contributors limited, non-exclusive licenses (copyright licenses) to reproduce, distribute, display, make derivative works of, and otherwise use the following for purposes of this project only:

6.2.1.1 The individual contributor's contributions

6.2.1.2 Contributions of other project participants who have allowed that contributor an identical license

6.2.1.3 Any project related model to which that contributor has intellectual property rights

6.2.2 Each contributor shall authorize that they are the copyright owner of, possesses a valid copyright license for, or is otherwise authorized by the copyright owner to use its contribution, including the ability to grant licenses to other project participants for use of data to create it as needed to fulfill duties or model uses established in the BIM execution plan for the project.

6.2.3 Unless documented otherwise, the copyright licenses granted to the owner to reproduce, distribute, display, or otherwise reuse the contributions and models for this project shall exist for the entire lifecycle of the project.

SPECIAL INSURANCE REQUIREMENTS FOR EIFS

**CHEROKEE NATION BUSINESSES, LLC
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SPECIAL INSURANCE REQUIREMENTS FOR EIFS SUBCONTRACT AGREEMENTS

1. This Subcontractor's General Liability Insurance must include EIFS applications coverage. Provide documentation that states EIFS Application is covered (not excluded) under your insurance.
2. This Subcontractor's proof of insurance (COI or Remarks page) must state the following: "EIFS is not excluded".
3. No policy limitation relating to the substrate the Subcontractor is installing over.

PROJECT SCHEDULE

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025											
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	ec			
Legends Resort & Casino, Arkansas						Legends Resort & Casino, Arkansas																																			
Design Phasing & Budgeting						Phasing & Budgeting																																			
Schematic Design (SD)						0d / 0d																																			
Design Development (DD)						0d / 0d																																			
50% Construction Documents (CD)						0d / 0d																																			
Hotel Room Mockup						Hotel Room Mockup																																			
DPB.HRM1060	NTP/Owner Contract	09-Jun-23 A	29-Sep-23	4d	57d	NTP/Owner Contract																																			
DPB.HRM1070	Start Buyout / Release Sub / Mobilize	02-Oct-23		0d	0d	Start Buyout / Release Sub / Mobilize																																			
100% Construction Documents (CD)						100% Construction Documents (CD)																																			
DPB.CD.1000	100% CD's - Design	04-Apr-23 A	18-Jul-23	89d	5d	100% CD's - Design																																			
DPB.CD.1010	100% CD's - Drawings issued	19-Jul-23	19-Jul-23	1d	1d	100% CD's - Drawings issued																																			
DPB.CD.1020	100% CD's - Owner Approval of Final CD Package	20-Jul-23	02-Aug-23	10d	10d	100% CD's - Owner Approval of Final CD Package																																			
DPB.CD.1030	CDI Pricing of 100% Documents	20-Jul-23	23-Aug-23	25d	25d	CDI Pricing of 100% Documents																																			
DPB.CD.1040	Pricing to Owner		23-Aug-23	0d	0d	Pricing to Owner																																			
DPB.CD.1050	Owner Pricing Review & Approval	24-Aug-23	29-Sep-23	26d	26d	Owner Pricing Review & Approval																																			
DPB.CD.1060	Administrative NTP		29-Sep-23	0d	0d	Administrative NTP																																			
Wetland / 404 Permit						Wetland / 404 Permit																																			
DPB.W404.1020	404 Permit from USACE (10 mos.)	21-Nov-22 A	11-Aug-23	185d	23d	404 Permit from USACE (10 mos.)																																			
DPB.W404.1040	Construction NTP - Owner Release	14-Aug-23	29-Sep-23	34d	34d	Construction NTP - Owner Release																																			
DPB.W404.1030	Mobilization / Intial Subcontracts	02-Oct-23	13-Oct-23	10d	10d	Mobilization / Intial Subcontracts																																			
Permits						Permits																																			
LRC.P.1010	Site Grading	03-Aug-23	16-Aug-23	10d	10d	Site Grading																																			
LRC.P.1020	Foundation	03-Aug-23	30-Aug-23	20d	20d	Foundation																																			
LRC.P.1030	Building / Site	03-Aug-23	14-Sep-23	30d	30d	Building / Site																																			
LRC.P.1000	Pre 404 Work - ROW - Utility and Road	02-Oct-23	27-Oct-23	20d	20d	Pre 404 Work - ROW - Utility and Road																																			
Contracting / Procurement / Lead Time Per Package						Contracting / Procurement / Lead Time Per Package																																			
Hotel Room Mock-up						Hotel Room Mock-up																																			
Mechanical - HVAC & Plumbing						Mechanical - HVAC & Plumbing																																			
CPB.LLMEP.E.118C	Release Subcontractor	02-Oct-23	24-Nov-23	40d	40d	Release Subcontractor																																			
CPB.LLMEP.E.119C	Shop Drawings for CDI Review	02-Oct-23	13-Oct-23	10d	10d	Shop Drawings for CDI Review																																			
CPB.LLMEP.E.120C	CDI Shop Drawing/Submittal Review	16-Oct-23	20-Oct-23	5d	5d	CDI Shop Drawing/Submittal Review																																			
CPB.LLMEP.E.121C	Arch/Eng. Submittal Approval	23-Oct-23	03-Nov-23	10d	10d	Arch/Eng. Submittal Approval																																			
CPB.LLMEP.E.122C	Mechanical Fab/Deliver - HVAC Grilles & Ductwork	06-Nov-23	10-Nov-23	5d	5d	Mechanical Fab/Deliver - HVAC Grilles & Ductwork																																			
CPB.LLMEP.E.156C	Mechanical Fab/Deliver - Plumbing Piping	06-Nov-23	10-Nov-23	5d	5d	Mechanical Fab/Deliver - Plumbing Piping																																			
CPB.LLMEP.E.157C	Mechanical Fab/Deliver - Plumbing Fixtures	06-Nov-23	24-Nov-23	15d	15d	Mechanical Fab/Deliver - Plumbing Fixtures																																			
Curtain Wall/Glazing						Curtain Wall/Glazing																																			
CPB.LLMEP.E.150C	Release Subcontractor	02-Oct-23		0d	0d	Release Subcontractor																																			
CPB.LLMEP.E.151C	Shop Drawings for CDI Review	02-Oct-23	20-Oct-23	15d	15d	Shop Drawings for CDI Review																																			
CPB.LLMEP.E.152C	CDI Shop Drawing/Submittal Review	23-Oct-23	27-Oct-23	5d	5d	CDI Shop Drawing/Submittal Review																																			
CPB.LLMEP.E.153C	Arch/Eng. Submittal Approval	30-Oct-23	10-Nov-23	10d	10d	Arch/Eng. Submittal Approval																																			
CPB.LLMEP.E.154C	Curtainwall Fab/Deliver	13-Nov-23	10-Jan-24	40d	40d	Curtainwall Fab/Deliver																																			
Framing & Drywall						Framing & Drywall																																			
CPB.LLMEP.E.113C	Release Subcontractor	02-Oct-23		0d	0d	Release Subcontractor																																			
CPB.LLMEP.E.114C	Shop Drawings for CDI Review	02-Oct-23	06-Oct-23	5d	5d	Shop Drawings for CDI Review																																			
CPB.LLMEP.E.115C	CDI Shop Drawing/Submittal Review	09-Oct-23	13-Oct-23	5d	5d	CDI Shop Drawing/Submittal Review																																			

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025											
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	Dec			
CPB.BEIF.PP.1080	GFRC Fabrication - Final Delivery	08-Oct-24	16-Jan-25	70d	70d																																				
Electrical Equipment						Electrical Equipment																																			
CPB.LLMEP.E.100	Sub Pricing and Contract	03-Aug-23	11-Nov-24	393d	393d																																				
CPB.LLMEP.E.102	Release Subcontractor	02-Oct-23		0d	0d																																				
CPB.LLMEP.E.103	Shop Drawings for CDI Review	02-Oct-23	27-Oct-23	20d	20d																																				
CPB.LLMEP.E.106	CDI Shop Drawing/Submittal Review	30-Oct-23	03-Nov-23	5d	5d																																				
CPB.LLMEP.E.104	Arch/Eng. Submittal Approval	06-Nov-23	17-Nov-23	10d	10d																																				
CPB.LLMEP.E.107	Panel Boards Fabrication	18-Nov-23	02-May-24	140d	140d																																				
CPB.LLMEP.E.105	Electical Equipment Fabrication - Switch Boards 4000AMP	20-Nov-23	11-Nov-24	250d	250d																																				
Mechanical Equipment						Mechanical Equipment																																			
CPB.LLMEP.M.100	Sub Pricing and Contract	03-Aug-23	23-Aug-23	15d	15d																																				
CPB.LLMEP.M.102	Release Subcontractor	02-Oct-23		0d	0d																																				
CPB.LLMEP.M.103	Shop Drawings for CDI Review	02-Oct-23	27-Oct-23	20d	20d																																				
CPB.LLMEP.M.106	CDI Shop Drawing/Submittal Review	30-Oct-23	03-Nov-23	5d	5d																																				
CPB.LLMEP.M.104	Arch/Eng. Submittal Approval	06-Nov-23	17-Nov-23	10d	10d																																				
CPB.LLMEP.M.105	Mechanical Fabrication - RTU's 20 Tons & Up	20-Nov-23	11-Nov-24	250d	250d																																				
CPB.LLMEP.M.107	Boilers Fabrication & Deliver	20-Nov-23	02-Aug-24	180d	180d																																				
CPB.LLMEP.M.108	Chillers Fabrication & Deliver	20-Nov-23	02-Aug-24	180d	180d																																				
Generator						Generator																																			
CPB.LLMEP.G.100	Sub Pricing and Contract	03-Aug-23	23-Aug-23	15d	15d																																				
CPB.LLMEP.G.102	Release Subcontractor	02-Oct-23		0d	0d																																				
CPB.LLMEP.G.103	Shop Drawings for CDI Review	02-Oct-23	27-Oct-23	20d	20d																																				
CPB.LLMEP.G.106	CDI Shop Drawing/Submittal Review	30-Oct-23	03-Nov-23	5d	5d																																				
CPB.LLMEP.G.104	Arch/Eng. Submittal Approval	06-Nov-23	17-Nov-23	10d	10d																																				
CPB.LLMEP.G.105	Generator Fabrication	20-Nov-23	08-May-25	375d	375d																																				
CPB.LLMEP.G.107	ATS Fabrication	20-Nov-23	13-Feb-25	315d	315d																																				
Elevator						Elevator																																			
CPB.SPE.1000	Sub Pricing and Contract	03-Aug-23	23-Aug-23	15d	15d																																				
CPB.SPE.1020	Release Subcontractor	02-Oct-23		0d	0d																																				
CPB.SPE.1030	Shop Drawings for CDI Review	02-Oct-23	27-Oct-23	20d	20d																																				
CPB.SPE.1060	CDI Shop Drawing/Submittal Review	30-Oct-23	03-Nov-23	5d	5d																																				
CPB.SPE.1040	Arch/Eng. Submittal Approval	06-Nov-23	17-Nov-23	10d	10d																																				
CPB.SPE.1050	Elevator Equipment Fabrication	20-Nov-23	13-Mar-24	80d	80d																																				
Roofing Systems						Roofing Systems																																			
CPB.BEIF.RS.1000	Sub Pricing and Contract	03-Aug-23	23-Aug-23	15d	15d																																				
CPB.BEIF.RS.1020	Release Subcontractor	02-Oct-23		0d	0d																																				
CPB.BEIF.RS.1030	Shop Drawings for CDI Review	02-Oct-23	20-Oct-23	15d	15d																																				
CPB.BEIF.RS.1060	CDI Shop Drawing/Submittal Review	23-Oct-23	27-Oct-23	5d	5d																																				
CPB.BEIF.RS.1040	Arch/Eng. Submittal Approval	30-Oct-23	10-Nov-23	10d	10d																																				
CPB.BEIF.RS.1050	Roofing Fabrication	13-Nov-23	10-Jan-24	40d	40d																																				
Exterior Glazing						Exterior Glazing																																			
CPB.BEIF.EG.1000	Sub Pricing and Contract	03-Aug-23	23-Aug-23	15d	15d																																				
CPB.BEIF.EG.1020	Release Subcontractor	02-Oct-23		0d	0d																																				
CPB.BEIF.EG.1030	Shop Drawings for CDI Review	02-Oct-23	20-Oct-23	15d	15d																																				
CPB.BEIF.EG.1060	CDI Shop Drawing/Submittal Review	23-Oct-23	27-Oct-23	5d	5d																																				
CPB.BEIF.EG.1040	Arch/Eng. Submittal Approval	30-Oct-23	10-Nov-23	10d	10d																																				

█ Remaining Level of Effort
 █ Actual Level of Effort
 █ Actual Work
 █ Critical Remaining Work
 WBS Summary
 Primary Baseline
 Remaining Work
 ◆ ◆ Baseline Milestone



Legends Resort Casino, Arkansas

Data Date: 12-Jul-23
Print Date: 14-Jul-23 13:43

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025											
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	ec			
BIMVDC.S.1010	Site Utilities	09-Aug-23	01-Nov-23	60d	60d	Gantt chart for Site Utilities showing work from Aug-23 to Nov-23.																																			
Hotel						Hotel																																			
BIMVDC.H.1000	Underslab MEP	12-Jul-23	04-Oct-23	60d	60d	Gantt chart for Underslab MEP showing work from Jul-23 to Oct-23.																																			
BIMVDC.H.1010	Struct.- Reinforc. / PT / Embeds & MEP Penetrations	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Struct.- Reinforc. / PT / Embeds & MEP Penetrations showing work from Jul-23 to Dec-23.																																			
BIMVDC.H.1020	Mech. Equip. / Duct / Piping - Inwall & Overhead	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Mech. Equip. / Duct / Piping - Inwall & Overhead showing work from Jul-23 to Dec-23.																																			
BIMVDC.H.1030	Electrical - Inwall & Overhead	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Electrical - Inwall & Overhead showing work from Jul-23 to Dec-23.																																			
BIMVDC.H.1040	Plumbing - Inwall & Overhead	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Plumbing - Inwall & Overhead showing work from Jul-23 to Dec-23.																																			
BIMVDC.H.1050	Struct. - Curtainwall & Exterior Framing	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Struct. - Curtainwall & Exterior Framing showing work from Jul-23 to Dec-23.																																			
BIMVDC.H.1060	Struct. - Misc. Steel / Elevators	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Struct. - Misc. Steel / Elevators showing work from Jul-23 to Dec-23.																																			
BIMVDC.H.1070	Hotel Coordination Complete	02-Jan-24	02-Jan-24	1d	1d	Gantt chart for Hotel Coordination Complete showing work on Jan-24.																																			
Casino						Casino																																			
BIMVDC.C.1000	Underslab MEP	12-Jul-23	04-Oct-23	60d	60d	Gantt chart for Underslab MEP showing work from Jul-23 to Oct-23.																																			
BIMVDC.C.1010	Struct.- Reinforc. & MEP Penetrations	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Struct.- Reinforc. & MEP Penetrations showing work from Jul-23 to Dec-23.																																			
BIMVDC.C.1020	Mech. Equip. / Duct / Piping - Inwall & Overhead	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Mech. Equip. / Duct / Piping - Inwall & Overhead showing work from Jul-23 to Dec-23.																																			
BIMVDC.C.1030	Electrical - Inwall & Overhead	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Electrical - Inwall & Overhead showing work from Jul-23 to Dec-23.																																			
BIMVDC.C.1040	Plumbing - Inwall & Overhead	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Plumbing - Inwall & Overhead showing work from Jul-23 to Dec-23.																																			
BIMVDC.C.1050	Struct. - Curtainwall & Exterior Framing	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Struct. - Curtainwall & Exterior Framing showing work from Jul-23 to Dec-23.																																			
BIMVDC.C.1060	Casino Coordination Complete	02-Jan-24	02-Jan-24	1d	1d	Gantt chart for Casino Coordination Complete showing work on Jan-24.																																			
Event Center						Event Center																																			
BIMVDC.EC.1000	Underslab MEP	12-Jul-23	04-Oct-23	60d	60d	Gantt chart for Underslab MEP showing work from Jul-23 to Oct-23.																																			
BIMVDC.EC.1010	Struct.- Reinforcement	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Struct.- Reinforcement showing work from Jul-23 to Dec-23.																																			
BIMVDC.EC.1020	Mech. Equip. / Duct / Piping - Inwall & Overhead	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Mech. Equip. / Duct / Piping - Inwall & Overhead showing work from Jul-23 to Dec-23.																																			
BIMVDC.EC.1030	Electrical - Inwall & Overhead	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Electrical - Inwall & Overhead showing work from Jul-23 to Dec-23.																																			
BIMVDC.EC.1040	Plumbing - Inwall & Overhead	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Plumbing - Inwall & Overhead showing work from Jul-23 to Dec-23.																																			
BIMVDC.EC.1050	Struct. - Curtainwall & Exterior Framing	12-Jul-23	29-Dec-23	120d	120d	Gantt chart for Struct. - Curtainwall & Exterior Framing showing work from Jul-23 to Dec-23.																																			
BIMVDC.EC.1060	Event Center Coordination Complete	02-Jan-24	02-Jan-24	1d	1d	Gantt chart for Event Center Coordination Complete showing work on Jan-24.																																			
Owner Deliveries & Decisions						Owner Deliveries & Decisions																																			
Owner Decisions						Owner Decisions																																			
Changes / Impacts / Delays						Changes / Impacts / Delays																																			
RFI's						RFI's																																			
Weather Delays						Weather Delays																																			
2023						2023																																			
July 2023						0d 0d																																			
August 2023						0d 0d																																			
September 2023						0d 0d																																			
October 2023						0d 0d																																			
November 2023						0d 0d																																			
December 2023						0d 0d																																			
2024						2024																																			
January 2024						0d 0d																																			
February 2024						0d 0d																																			
March 2024						0d 0d																																			
April 2024						0d 0d																																			
May 2024						0d 0d																																			
June 2024						0d 0d																																			
July 2024						0d 0d																																			
August 2024						0d 0d																																			
September 2024						0d 0d																																			

■ Remaining Level of Effort
 ■ Actual Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ WBS Summary
 Primary Baseline
 Remaining Work
 ◆ Baseline Milestone

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025											
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	ec			
October 2024		100d				0d	0d																																		
November 2024						0d	0d																																		
Decemeber 2024						0d	0d																																		
2025						0d	0d																																		
January 2025						0d	0d																																		
February 2025						0d	0d																																		
March 2025						0d	0d																																		
April 2025						0d	0d																																		
May 2025						0d	0d																																		
Owner Furnished Items		12-Jul-23	21-Oct-23	87d	87d																																				
Utilities		12-Jul-23	21-Oct-23	87d	87d																																				
A6950	Primary Power Routing	12-Jul-23	12-Jul-23	1d	1d																																				
A5510	Primary Power Transformers - Delivery	13-Jul-23	13-Jul-23	1d	1d																																				
A6920	Establish Righ of Way - Power	13-Jul-23	13-Jul-23	1d	1d																																				
A6930	Establish Right of Way - Fiber/Telephone	14-Jul-23	14-Jul-23	1d	1d																																				
A6940	Relocate Existing Power and Data to New Right of Way	21-Oct-23	21-Oct-23	1d	1d																																				
(New WBS)						0d	0d																																		
Milestones		13-Oct-23	10-Nov-25	639d	639d																																				
Hotel		13-Oct-23	24-Oct-25	625d	625d																																				
MS.H.1000	Construction Start	13-Oct-23		0d	0d																																				
MS.H.1090	Concrete Structure Complete		20-Jun-24	0d	0d																																				
MS.H.1070	Conditioned Air	10-Feb-25		0d	0d																																				
MS.H.1080	Substantially Dry		10-Feb-25	0d	0d																																				
MS.H.1010	Phased TCO	13-Aug-25	12-Sep-25	30d	30d																																				
MS.H.1030	Substantial Completion		12-Sep-25	0d	0d																																				
MS.H.1020	Final Clean & Punch	13-Sep-25	24-Oct-25	42d	42d																																				
MS.H.1040	Owner Equipment	13-Sep-25	24-Oct-25	42d	42d																																				
MS.H.1050	Contractor Support for Owner	13-Sep-25	24-Oct-25	42d	42d																																				
MS.H.1060	Grand Opening		24-Oct-25	0d	0d																																				
Casino		13-Oct-23	10-Nov-25	639d	639d																																				
MS.C.1000	Construction Start	13-Oct-23		0d	0d																																				
MS.C.1090	Begin Structural Steel	01-Apr-24		0d	0d																																				
MS.C.1100	Strucutral Steel Complete		26-Apr-24	0d	0d																																				
MS.C.1110	Temp Partitions & Temp Conditioned Air	24-May-24		0d	0d																																				
MS.C.1020	Substantially Dry		24-Dec-24	0d	0d																																				
MS.C.1010	Conditioned Air		07-Jan-25	0d	0d																																				
MS.C.1030	Phased TCO	31-Jul-25	29-Aug-25	30d	30d																																				
MS.C.1050	Substantial Completion		29-Aug-25	0d	0d																																				
MS.C.1040	Final Clean & Punch	30-Aug-25	11-Oct-25	42d	42d																																				
MS.C.1060	Owner Equipment	30-Aug-25	10-Nov-25	72d	72d																																				
MS.C.1070	Contractor Support for Owner	30-Aug-25	10-Nov-25	72d	72d																																				
MS.C.1080	Grand Opening		10-Nov-25	0d	0d																																				
Event Center		18-Dec-23	10-Nov-25	584d	584d																																				
MS.EC.1000	Construction Start	18-Dec-23		0d	0d																																				
MS.EC.1090	Begin Strucutral Steel	22-Apr-24		0d	0d																																				
MS.EC.1100	Strucutral Steel Complete		15-Jul-24	0d	0d																																				
MS.EC.1080	Substantially Dry		12-Aug-24	0d	0d																																				

█ Remaining Level of Effort
 █ Actual Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ WBS Summary
 █ Primary Baseline
█ Remaining Work
◆ Baseline Milestone

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025											
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	ec			
Zone 1 Sitework						Zone 1 Sitework																																			
A1030	S.W.P.P.P.	14-Oct-23	20-Oct-23	6d	6d	S.W.P.P.P.																																			
A1040	Clear & Grub	21-Oct-23	27-Oct-23	6d	6d	Clear & Grub																																			
A1060	Undercut & Fill Parking & Drives to Subgrade	28-Oct-23	25-Nov-23	24d	24d	Undercut & Fill Parking & Drives to Subgrade																																			
A1260	Install Storm Line 45 Subgrade Drains (Storm Crew 1)	28-Oct-23	10-Nov-23	12d	12d	Install Storm Line 45 Subgrade Drains (Storm Crew 1)																																			
A1070	Install Storm Line 1 - Intake Structure to Outflow Structure (Storm Crew 2)	02-Nov-23	22-Nov-23	18d	18d	Install Storm Line 1 - Intake Structure to Outflow Structure (Storm Crew 2)																																			
A1130	Install Landscape / Irrigation Sleeves	04-Nov-23	17-Nov-23	12d	12d	Install Landscape / Irrigation Sleeves																																			
A1110	Install Storm Line 12, 38, 34, 30 (RCP only) (Storm Crew 1)	11-Nov-23	21-Nov-23	9d	9d	Install Storm Line 12, 38, 34, 30 (RCP only) (Storm Crew 1)																																			
A1120	Install Water Lines - East to West Line and 5' Within Building	11-Nov-23	17-Nov-23	6d	6d	Install Water Lines - East to West Line and 5' Within Building																																			
A1090	Install Sanitary Sewer Lateral 1, 2, 3 East to West (Sanitary Crew 1)	20-Nov-23	04-Dec-23	12d	12d	Install Sanitary Sewer Lateral 1, 2, 3 East to West (Sanitary Crew 1)																																			
A1240	Install Conduit - Building Power & Communication	20-Nov-23	04-Dec-23	12d	12d	Install Conduit - Building Power & Communication																																			
A1140	Install Water Line - North to South @ West Road	22-Nov-23	01-Dec-23	8d	8d	Install Water Line - North to South @ West Road																																			
A1080	Install Storm Line 10 & 11 Sta 0+00 to Sta 10+50 (Storm Crew 2)	24-Nov-23	04-Dec-23	9d	9d	Install Storm Line 10 & 11 Sta 0+00 to Sta 10+50 (Storm Crew 2)																																			
A1050	Stabilize Subgrade / Proof Roll (Parking Lot Area)	27-Nov-23	16-Dec-23	18d	18d	Stabilize Subgrade / Proof Roll (Parking Lot Area)																																			
A1145	Install Retaining Wall & Backfill - East To West to South	27-Nov-23	16-Dec-23	18d	18d	Install Retaining Wall & Backfill - East To West to South																																			
A1150	Install Gas Line - Meter /Service Point to Curve of W. Road	04-Dec-23	16-Dec-23	12d	12d	Install Gas Line - Meter /Service Point to Curve of W. Road																																			
A1100	Install Light Pole Bases and Elec. Conduit @ North Lot	05-Dec-23	13-Dec-23	8d	8d	Install Light Pole Bases and Elec. Conduit @ North Lot																																			
A1160	Install Gravel Base @ Road & Parking Lot	18-Dec-23	09-Jan-24	18d	18d	Install Gravel Base @ Road & Parking Lot																																			
A1170	Curb and Gutter @ Parking Lot & North Road	03-Jan-24	16-Jan-24	12d	12d	Curb and Gutter @ Parking Lot & North Road																																			
A1180	Set Pole Lights	03-Jan-24	16-Jan-24	12d	12d	Set Pole Lights																																			
A1190	Lay Asphalt @ North Parking Lot - Base Course	17-Jan-24	06-Feb-24	18d	18d	Lay Asphalt @ North Parking Lot - Base Course																																			
Mechanical Yard						Mechanical Yard																																			
Bldg to Edge of Island						Bldg to Edge of Island																																			
A4990	Excavate for Chiller Piping	11-Nov-23	22-Nov-23	10d	10d	Excavate for Chiller Piping																																			
A5000	Set Chiller Piping & Pressure Test	24-Nov-23	05-Dec-23	10d	10d	Set Chiller Piping & Pressure Test																																			
A5010	Backfill Chiller Piping	06-Dec-23	16-Dec-23	10d	10d	Backfill Chiller Piping																																			
A5020	Gas Line	18-Dec-23	19-Dec-23	2d	2d	Gas Line																																			
A5120	UG Electrical & Comm Conduit	20-Dec-23	21-Dec-23	2d	2d	UG Electrical & Comm Conduit																																			
Edge of Island to Yard						Edge of Island to Yard																																			
A5060	Gas Line	20-Dec-23	26-Dec-23	5d	5d	Gas Line																																			
A5140	UG Electrical & Comm Conduit	27-Dec-23	28-Dec-23	2d	2d	UG Electrical & Comm Conduit																																			
A5180	Geo Piers	03-Jan-24	06-Jan-24	4d	4d	Geo Piers																																			
A5030	Excavate for Chiller Piping	08-Jan-24	12-Jan-24	5d	5d	Excavate for Chiller Piping																																			
A5040	Set Chiller Piping & Pressure Test	13-Jan-24	24-Jan-24	10d	10d	Set Chiller Piping & Pressure Test																																			
A5050	Backfill Chiller Piping	25-Jan-24	30-Jan-24	5d	5d	Backfill Chiller Piping																																			
A5070	Prep & Pour Concrete	31-Jan-24	03-Feb-24	4d	4d	Prep & Pour Concrete																																			
A5080	Set Chillers	03-Aug-24	09-Aug-24	6d	6d	Set Chillers																																			
A5090	Set Piping Racks	10-Aug-24	21-Aug-24	10d	10d	Set Piping Racks																																			
A5100	Terminate Chiller Piping	22-Aug-24	03-Sep-24	10d	10d	Terminate Chiller Piping																																			
A5160	Install Metal Building	22-Aug-24	12-Sep-24	18d	18d	Install Metal Building																																			
A5150	Pull & Terminate Electrical & Comm	04-Sep-24	07-Sep-24	4d	4d	Pull & Terminate Electrical & Comm																																			
A5500	Chiller Startup & Commissioning	09-Sep-24	25-Sep-24	15d	15d	Chiller Startup & Commissioning																																			
A5170	Wall & OH Electrical & Comm RI	13-Sep-24	18-Sep-24	5d	5d	Wall & OH Electrical & Comm RI																																			
A5130	Set Boilers	13-Sep-24	05-Oct-24	20d	20d	Set Boilers																																			
A5110	Test & Balance	26-Sep-24	07-Oct-24	10d	10d	Test & Balance																																			
A6910	Boilers Startup & Commissioning	07-Oct-24	23-Oct-24	15d	15d	Boilers Startup & Commissioning																																			

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025											
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	ec			
Zone 2 Sitework						Zone 2 Sitework																																			
A1200	S.W.P.P.P.	21-Oct-23	23-Oct-23	2d	2d	S.W.P.P.P.																																			
A1210	Clear & Grub	28-Oct-23	31-Oct-23	3d	3d	Clear & Grub																																			
A1310	Sanitary Sewer Line 4 - RV Park to Hob Nob Crossing (Sanitary Crew 2)	01-Nov-23	24-Nov-23	20d	20d	Sanitary Sewer Line 4 -RV Park to Hob Nob Crossing (Sanitary Crew 2)																																			
A1220	Undercut Building Pad	27-Nov-23	02-Dec-23	6d	6d	Undercut Building Pad																																			
A1230	Fill Building Pad to Subgrade	04-Dec-23	16-Dec-23	12d	12d	Fill Building Pad to Subgrade																																			
A1280	Install Storm Line 10 Sta 10+50 to Sta 21+00, Storm Line 13, 14 (Storm Crew 2)	05-Dec-23	26-Dec-23	18d	18d	Install Storm Line 10 Sta 10+50 to Sta 21+00, Storm Line 13, 14 (Storm Crew 2)																																			
A1700	Sanitary Sewer Line 1, 9, 5, 7, 8, 13 (Sanitary Crew 1)	05-Dec-23	10-Jan-24	30d	30d	Sanitary Sewer Line 1, 9, 5, 7, 8, 13 (Sanitary Crew 1)																																			
A1290	Install Water Lines - Curve of West Road to East Parking Lot	22-Dec-23	10-Jan-24	15d	15d	Install Water Lines - Curve of West Road to East Parking Lot																																			
A1300	Install Landscape / Irrigation Sleeves	04-Jan-24	10-Jan-24	6d	6d	Install Landscape / Irrigation Sleeves																																			
A1690	Install Light Pole Bases / Elect. Conduit & Pull Boxes	04-Jan-24	10-Jan-24	6d	6d	Install Light Pole Bases / Elect. Conduit & Pull Boxes																																			
A1320	Install Gas Line - Curve of West Road to ROW	08-Jan-24	10-Jan-24	3d	3d	Install Gas Line - Curve of West Road to ROW																																			
A1330	Install Gravel Base @ Drives / Parking / Laydown / Receiving	11-Jan-24	24-Jan-24	12d	12d	Install Gravel Base @ Drives / Parking / Laydown / Receiving																																			
A1710	Install Drive Apron	07-May-24	13-May-24	6d	6d	Install Drive Apron																																			
Zone 3 Sitework						Zone 3 Sitework																																			
A4460	S.W.P.P.P.	24-Oct-23	25-Oct-23	2d	2d	S.W.P.P.P.																																			
A4470	Clear & Grub	01-Nov-23	07-Nov-23	6d	6d	Clear & Grub																																			
A4480	Stabilize Site	18-Dec-23	23-Jan-24	30d	30d	Stabilize Site																																			
A4510	Install Storm Line 2 Sta. 12+99 to 0+53.80 to Inlet (Storm Crew 1)	18-Dec-23	02-Jan-24	12d	12d	Install Storm Line 2 Sta. 12+99 to 0+53.80 to Inlet (Storm Crew 1)																																			
A4490	Cut / Fill to Subgrade	26-Dec-23	30-Jan-24	30d	30d	Cut / Fill to Subgrade																																			
A4500	Install Storm Line 6, 7 RCP Only (Storm Crew 2)	17-Jan-24	30-Jan-24	12d	12d	Install Storm Line 6, 7 RCP Only (Storm Crew 2)																																			
A4520	Install Water Lines - Curve of West Road to East Parking Lot	24-Jan-24	09-Feb-24	15d	15d	Install Water Lines - Curve of West Road to East Parking Lot																																			
A4530	Install Landscape / Irrigation Sleeves	10-Feb-24	16-Feb-24	6d	6d	Install Landscape / Irrigation Sleeves																																			
A4550	Install Light Pole Bases / Elect. Conduit & Pull Boxes	10-Feb-24	23-Feb-24	12d	12d	Install Light Pole Bases / Elect. Conduit & Pull Boxes																																			
A4560	Install Gravel Base @ Drives & Parking	24-Feb-24	08-Mar-24	12d	12d	Install Gravel Base @ Drives & Parking																																			
A4570	Install Curbs & Gutter - Drives & Parking	14-May-24	20-May-24	6d	6d	Install Curbs & Gutter - Drives & Parking																																			
A4580	Lay Asphalt @ East Parking Lot - Base Course	14-May-24	28-May-24	12d	12d	Lay Asphalt @ East Parking Lot - Base Course																																			
A4590	Install Light Poles	14-May-24	20-May-24	6d	6d	Install Light Poles																																			
RV Park Site Work						RV Park Site Work																																			
A4600	S.W.P.P.P.	26-Oct-23	27-Oct-23	2d	2d	S.W.P.P.P.																																			
A4610	Clear & Grub	08-Nov-23	11-Nov-23	4d	4d	Clear & Grub																																			
A4620	Stabilize Site	24-Jan-24	30-Jan-24	6d	6d	Stabilize Site																																			
A4630	Cut / Fill to Subgrade	31-Jan-24	13-Feb-24	12d	12d	Cut / Fill to Subgrade																																			
A4850	Sanitary Sewer Lateral 4, 6 (Sanitary Crew 2)	14-Feb-24	07-Mar-24	20d	20d	Sanitary Sewer Lateral 4, 6 (Sanitary Crew 2)																																			
A4640	Install Electrical Conduit - Main Power & RV Pedestals	08-Mar-24	04-Apr-24	24d	24d	Install Electrical Conduit - Main Power & RV Pedestals																																			
A4650	Install Water Main & Hydrant	05-Apr-24	18-Apr-24	12d	12d	Install Water Main & Hydrant																																			
A4660	Install Meter Setter and Water Hydrants @ RV Spots	19-Apr-24	16-May-24	24d	24d	Install Meter Setter and Water Hydrants @ RV Spots																																			
A4670	Install Irrigation & Landscape Sleeves	17-May-24	31-May-24	12d	12d	Install Irrigation & Landscape Sleeves																																			
A4680	Install Gravel Base @ Drives & Parking	01-Jun-24	14-Jun-24	12d	12d	Install Gravel Base @ Drives & Parking																																			
A4690	Lay Asphalt @ Drives & Parking	15-Jun-24	28-Jun-24	12d	12d	Lay Asphalt @ Drives & Parking																																			
Site Finishes						Site Finishes																																			
Hardscapes						Hardscapes																																			
East Parking						East Parking																																			
C.SW.SF.EP.100	Finishes	29-May-24	10-Jul-24	36d	36d	Finishes																																			
East Roads						East Roads																																			
C.SW.SF.ER.100	Finishes	11-Jul-24	27-Jul-24	15d	15d	Finishes																																			

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025												
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
C.SW.SF.NR.100	Finishes	26-Jun-25	14-Jul-25	15d	15d																																					Finishes
Hotel Tower		04-Jan-24	12-Aug-25	495d	495d																																					Hotel Tower
Building Shell		04-Jan-24	07-Aug-24	184d	184d																																					Building Shell
Level 1 to Level 2 - 26' AFF		04-Jan-24	22-Mar-24	68d	68d																																					Level 1 to Level 2 - 26' AFF
C.HT.SQ1.1000	Piers - 96 ea. 2 Drill Rigs @ 12 Days	04-Jan-24	17-Jan-24	12d	12d																																					■ Piers - 96 ea. 2 Drill Rigs @ 12 Days
C.HT.SQ1.1060	Excav. / Reinf. / Place Pier Caps (Includes Elev. & Shearwalls)	06-Jan-24	23-Jan-24	15d	15d																																					■ Excav. / Reinf. / Place Pier Caps (Includes Elev. & Shearwalls)
C.HT.SQ1.1070	Excav. / Reinf. / Place Grade Beams / Footings	12-Jan-24	23-Jan-24	10d	10d																																					■ Excav. / Reinf. / Place Grade Beams / Footings
C.HT.SQ1.1080	Form / Reinf./ Place Stem Walls @ Casino Recess Fbor	24-Jan-24	29-Jan-24	5d	5d																																					■ Form / Reinf./ Place Stem Walls @ Casino Recess Fbor
C.HT.SQ1.1090	Reinf. / Form / Place Columns - Gridline H8 to H5	30-Jan-24	01-Feb-24	3d	3d																																					■ Reinf. / Form / Place Columns - Gridline H8 to H5
C.HT.SQ1.1100	Strip Column Forms - Gridline H8 to H5	02-Feb-24	02-Feb-24	1d	1d																																					■ Strip Column Forms - Gridline H8 to H5
C.HT.SQ1.1110	Reinf. / Form / Place Columns - Gridline H4 to H1	03-Feb-24	06-Feb-24	3d	3d																																					■ Reinf. / Form / Place Columns - Gridline H4 to H1
C.HT.SQ1.1120	FRP Elevator Pit Walls	07-Feb-24	10-Feb-24	4d	4d																																					■ FRP Elevator Pit Walls
C.HT.SQ1.1130	FRP Straight Shear Walls - 3 ea.	12-Feb-24	15-Feb-24	4d	4d																																					■ FRP Straight Shear Walls - 3 ea.
C.HT.SQ1.1140	Waterproof Elevator Pit and Stem Walls	12-Feb-24	13-Feb-24	2d	2d																																					■ Waterproof Elevator Pit and Stem Walls
C.HT.SQ1.1150	Backfill Elevator Walls & Stem Walls	14-Feb-24	19-Feb-24	5d	5d																																					■ Backfill Elevator Walls & Stem Walls
C.HT.SQ1.1190	Install Underslab Utilities - Gridline H8 to H4	16-Feb-24	22-Feb-24	6d	6d																																					■ Install Underslab Utilities - Gridline H8 to H4
C.HT.SQ1.1170	Place SOG - Gridline H8 to H4	23-Feb-24	27-Feb-24	4d	4d																																					■ Place SOG - Gridline H8 to H4
C.HT.SQ1.1200	Install Underslab Utilities - Gridline H4 to H1	23-Feb-24	29-Feb-24	6d	6d																																					■ Install Underslab Utilities - Gridline H4 to H1
C.HT.SQ1.1210	FRP Elevator Shaft Walls	28-Feb-24	02-Mar-24	4d	4d																																					■ FRP Elevator Shaft Walls
C.HT.SQ1.1180	Place SOG - Gridline H4 to H1	01-Mar-24	05-Mar-24	4d	4d																																					■ Place SOG - Gridline H4 to H1
C.HT.SQ1.1160	Place Shoring & Decking - H8 to H4	04-Mar-24	07-Mar-24	4d	4d																																					■ Place Shoring & Decking - H8 to H4
C.HT.SQ1.1260	Place Shoring & Decking - H4 to H1	06-Mar-24	09-Mar-24	4d	4d																																					■ Place Shoring & Decking - H4 to H1
C.HT.SQ1.1220	Layout Rebar / Embeds / Blockouts - H8 to H4	08-Mar-24	08-Mar-24	1d	1d																																					■ Layout Rebar / Embeds / Blockouts - H8 to H4
C.HT.SQ1.1240	Form Perimeter and Bulkhead - H8 to H1	08-Mar-24	09-Mar-24	2d	2d																																					■ Form Perimeter and Bulkhead - H8 to H1
C.HT.SQ1.1230	Reinforce / Set Embeds / Install Blockouts - H8 to H4	09-Mar-24	13-Mar-24	4d	4d																																					■ Reinforce / Set Embeds / Install Blockouts - H8 to H4
C.HT.SQ1.1280	Layout Rebar / Embeds / Blockouts - H4 to H1	11-Mar-24	11-Mar-24	1d	1d																																					■ Layout Rebar / Embeds / Blockouts - H4 to H1
C.HT.SQ1.1270	Form Perimeter and Bulkhead - H8 to H1	11-Mar-24	12-Mar-24	2d	2d																																					■ Form Perimeter and Bulkhead - H8 to H1
C.HT.SQ1.1290	Reinforce / Set Embeds / Install Blockouts - H4 to H1	12-Mar-24	15-Mar-24	4d	4d																																					■ Reinforce / Set Embeds / Install Blockouts - H4 to H1
C.HT.SQ1.1250	Place Concrete on Elevated Deck - H8 to H4	14-Mar-24	14-Mar-24	1d	1d																																					■ Place Concrete on Elevated Deck - H8 to H4
C.HT.SQ1.1310	Concrete Cure - H8 to H4	14-Mar-24	20-Mar-24	7d	7d																																					■ Concrete Cure - H8 to H4
C.HT.SQ1.1300	Place Concrete on Elevated Deck - H4 to H1	16-Mar-24	16-Mar-24	1d	1d																																					■ Place Concrete on Elevated Deck - H4 to H1
C.HT.SQ1.1320	Concrete Cure - H4 to H1	16-Mar-24	22-Mar-24	7d	7d																																					■ Concrete Cure - H4 to H1
Level 2 to Level 3 - 14' AFF		14-Mar-24	02-Apr-24	17d	17d																																					Level 2 to Level 3 - 14' AFF
C.HT.L2toL3.1010	Set & Place Col. Gridlines H8 to H5	14-Mar-24	14-Mar-24	1d	1d																																					■ Set & Place Col. Gridlines H8 to H5
C.HT.L2toL3.1020	Set & Place 3 Straight Shear walls	14-Mar-24	14-Mar-24	1d	1d																																					■ Set & Place 3 Straight Shear walls
C.HT.L2toL3.1030	Set Interior Forms @ Elevator Shaft	14-Mar-24	14-Mar-24	1d	1d																																					■ Set Interior Forms @ Elevator Shaft
C.HT.L2toL3.1040	Strip Column Forms Gridlines H8 to H5	15-Mar-24	15-Mar-24	1d	1d																																					■ Strip Column Forms Gridlines H8 to H5
C.HT.L2toL3.1050	Set & Place Col. Gridlines H4 to H1	16-Mar-24	16-Mar-24	1d	1d																																					■ Set & Place Col. Gridlines H4 to H1
C.HT.L2toL3.1060	Strip Shear Walls	16-Mar-24	16-Mar-24	1d	1d																																					■ Strip Shear Walls
C.HT.L2toL3.1070	Reinforce / Close-up / Place - Elevator Shaft Walls	16-Mar-24	16-Mar-24	1d	1d																																					■ Reinforce / Close-up / Place - Elevator Shaft Walls
C.HT.L2toL3.1080	Set Deck Forms - Gridlines H8 to H5	16-Mar-24	19-Mar-24	3d	3d																																					■ Set Deck Forms - Gridlines H8 to H5
C.HT.L2toL3.1090	Strip and Raise Forms @ 3 Straight Shear Walls - 1 Side	20-Mar-24	20-Mar-24	1d	1d																																					■ Strip and Raise Forms @ 3 Straight Shear Walls - 1 Side
C.HT.L2toL3.1100	Strip Elevator Shaft Forms - Deck Side & Reinforce	20-Mar-24	20-Mar-24	1d	1d																																					■ Strip Elevator Shaft Forms - Deck Side & Reinforce
C.HT.L2toL3.1110	Set Deck Forms - Gridline H5 to H2	20-Mar-24	22-Mar-24	3d	3d																																					■ Set Deck Forms - Gridline H5 to H2
C.HT.L2toL3.1120	Deck Forms 75% Complete		22-Mar-24	0d	0d																																					◆ Deck Forms 75% Complete
C.HT.L2toL3.1130	Strip & Raise Forms @ Elevator Shaft - Close-up	23-Mar-24	23-Mar-24	1d	1d																																					■ Strip & Raise Forms @ Elevator Shaft - Close-up

█ Remaining Level of Effort
█ Actual Level of Effort
█ Actual Work
█ Critical Remaining Work
█ WBS Summary
▬ Primary Baseline
▬ Remaining Work
◆ Baseline Milestone



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Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025																	
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	ec									
A1640	Placement Check List	09-Apr-24	09-Apr-24	1d	1d																																										
A1650	Verify Wall Form Plumb	09-Apr-24	09-Apr-24	1d	1d																																										
A1660	Set Up Grade Check	09-Apr-24	09-Apr-24	1d	1d																																										
A1670	Place Slab	10-Apr-24	10-Apr-24	1d	1d																																										
Level 4 to Level 5 - 10' AFF		11-Apr-24	18-Apr-24	7d	7d																																										
A4120	Set & Place 50% C&S	11-Apr-24	11-Apr-24	1d	1d																																										
A4130	FRP Shear Wall 1	11-Apr-24	11-Apr-24	1d	1d																																										
A4140	Elevator Shaft Button Up	11-Apr-24	11-Apr-24	1d	1d																																										
A4150	FRP Columns 50-100%	12-Apr-24	12-Apr-24	1d	1d																																										
A4160	FRP Shear Walls 2 & 3	12-Apr-24	12-Apr-24	1d	1d																																										
A4170	Strip Shear Wall 1	12-Apr-24	12-Apr-24	1d	1d																																										
A4180	FRP Elevator Shaft	12-Apr-24	12-Apr-24	1d	1d																																										
A4190	Deck 4 Bays	12-Apr-24	12-Apr-24	1d	1d																																										
A4200	Stress Cables on Below Deck	13-Apr-24	13-Apr-24	1d	1d																																										
A4210	Strip Shear Wall 2 & 3	13-Apr-24	13-Apr-24	1d	1d																																										
A4220	Strip Elevator Walls	13-Apr-24	13-Apr-24	1d	1d																																										
A4230	Jump Elevator Core	13-Apr-24	13-Apr-24	1d	1d																																										
A4240	Deck Forms to 95%	13-Apr-24	13-Apr-24	1d	1d																																										
A4250	Jump Shear Walls 1 Side	13-Apr-24	13-Apr-24	1d	1d																																										
A4260	Layout Deck	13-Apr-24	13-Apr-24	1d	1d																																										
A4270	Shear Studs & Block Outs	13-Apr-24	13-Apr-24	1d	1d																																										
A4280	Edge Form & PT Heads	13-Apr-24	13-Apr-24	1d	1d																																										
A4290	Set Wall Reinforcement	13-Apr-24	13-Apr-24	1d	1d																																										
A4300	Stock Deck Reinforcement	13-Apr-24	13-Apr-24	1d	1d																																										
A4310	Complete Block Outs	15-Apr-24	15-Apr-24	1d	1d																																										
A4320	Rebar & PT at Deck	15-Apr-24	15-Apr-24	1d	1d																																										
A4330	Conduit in Slab Install	15-Apr-24	15-Apr-24	1d	1d																																										
A4340	Complete & Level Deck	15-Apr-24	15-Apr-24	1d	1d																																										
A4350	QC edge Forms	15-Apr-24	15-Apr-24	1d	1d																																										
A4360	Embeds & Wall Plates	15-Apr-24	15-Apr-24	1d	1d																																										
A4370	Deck Forms to 100%	15-Apr-24	15-Apr-24	1d	1d																																										
A4380	Rebar & PT Cables	16-Apr-24	16-Apr-24	1d	1d																																										
A4390	Verify Embeds & DB	16-Apr-24	16-Apr-24	1d	1d																																										
A4400	Complete in Slab Conduit	16-Apr-24	16-Apr-24	1d	1d																																										
A4410	Complete PT Rebar	17-Apr-24	17-Apr-24	1d	1d																																										
A4420	Placement Check List	17-Apr-24	17-Apr-24	1d	1d																																										
A4430	Verify Wall Form Plumb	17-Apr-24	17-Apr-24	1d	1d																																										
A4440	Set Up Grade Check	17-Apr-24	17-Apr-24	1d	1d																																										
A4450	Place Slab	18-Apr-24	18-Apr-24	1d	1d																																										
Level 5 to Level 6 - 10' AFF		19-Apr-24	26-Apr-24	7d	7d																																										
A3780	Set & Place 50% C&S	19-Apr-24	19-Apr-24	1d	1d																																										
A3790	FRP Shear Wall 1	19-Apr-24	19-Apr-24	1d	1d																																										
A3800	Elevator Shaft Button Up	19-Apr-24	19-Apr-24	1d	1d																																										
A3810	FRP Columns 50-100%	20-Apr-24	20-Apr-24	1d	1d																																										
A3820	FRP Shear Walls 2 & 3	20-Apr-24	20-Apr-24	1d	1d																																										
A3830	Strip Shear Wall 1	20-Apr-24	20-Apr-24	1d	1d																																										

█ Remaining Level of Effort
 █ Actual Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ WBS Summary
 █ Primary Baseline
█ Remaining Work
◆ ◆ Baseline Milestone



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Table with columns: Activity ID, Activity Name, Start, Finish, Original Duration, Remaining Duration, and monthly columns for years 2023, 2024, and 2025. Activity rows include FRP Elevator Shaft, Deck 4 Bays, Stress Cables on Below Deck, Strip Shear Wall 2 & 3, Strip Elevator Walls, Jump Elevator Core, Deck Forms to 95%, Jump Shear Walls 1 Side, Layout Deck, Shear Studs & Block Outs, Edge Form & PT Heads, Set Wall Reinforcement, Stock Deck Reinforcement, Complete Block Outs, Rebar & PT at Deck, Conduit in Slab Install, Complete & Level Deck, QC edge Forms, Embeds & Wall Plates, Deck Forms to 100%, Rebar & PT Cables, Verify Embeds & DB, Complete in Slab Conduit, Complete PT Rebar, Placement Check List, Verify Wall Form Plumb, Set Up Grade Check, Place Slab, Level 6 to Level 7 - 10' AFF, Set & Place 50% C&S, FRP Shear Wall 1, Elevator Shaft Button Up, FRP Columns 50-100%, FRP Shear Walls 2 & 3, Strip Shear Wall 1, FRP Elevator Shaft, Deck 4 Bays, Stress Cables on Below Deck, Strip Shear Wall 2 & 3, Strip Elevator Walls, Jump Elevator Core, Deck Forms to 95%, Jump Shear Walls 1 Side, Layout Deck, Shear Studs & Block Outs, Edge Form & PT Heads.

Legend for project status: Remaining Level of Effort (green bar), Actual Level of Effort (blue bar), Actual Work (dark blue bar), Critical Remaining Work (red bar), WBS Summary (yellow bar), Primary Baseline (light blue bar), Remaining Work (light green bar), Baseline Milestone (yellow diamond).



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Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025											
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	ec			
A2230	Shear Studs & Block Outs	05-Jun-24	05-Jun-24	1d	1d																																				
A2240	Edge Form & PT Heads	05-Jun-24	05-Jun-24	1d	1d																																				
A2250	Set Wall Reinforcement	05-Jun-24	05-Jun-24	1d	1d																																				
A2260	Stock Deck Reinforcement	05-Jun-24	05-Jun-24	1d	1d																																				
A2270	Complete Block Outs	06-Jun-24	06-Jun-24	1d	1d																																				
A2280	Rebar & PT at Deck	06-Jun-24	06-Jun-24	1d	1d																																				
A2290	Conduit in Slab Install	06-Jun-24	06-Jun-24	1d	1d																																				
A2300	Complete & Level Deck	06-Jun-24	06-Jun-24	1d	1d																																				
A2310	QC edge Forms	06-Jun-24	06-Jun-24	1d	1d																																				
A2320	Embeds & Wal Plates	06-Jun-24	06-Jun-24	1d	1d																																				
A2330	Deck Forms to 100%	06-Jun-24	06-Jun-24	1d	1d																																				
A2340	Rebar & PT Cables	07-Jun-24	07-Jun-24	1d	1d																																				
A2350	Verify Embeds & DB	07-Jun-24	07-Jun-24	1d	1d																																				
A2360	Complete in Slab Conduit	07-Jun-24	07-Jun-24	1d	1d																																				
A2370	Complete PT Rebar	08-Jun-24	08-Jun-24	1d	1d																																				
A2380	Placement Check List	08-Jun-24	08-Jun-24	1d	1d																																				
A2390	Verify Wall Form Plumb	08-Jun-24	08-Jun-24	1d	1d																																				
A2400	Set Up Grade Check	08-Jun-24	08-Jun-24	1d	1d																																				
A2410	Place Slab	10-Jun-24	10-Jun-24	1d	1d																																				
Level 11 to Roof - 14' AFF		11-Jun-24	20-Jun-24	9d	9d																																				
A1740	Set & Place 50% C&S	11-Jun-24	12-Jun-24	2d	2d																																				
A1750	FRP Shear Wall 1	11-Jun-24	11-Jun-24	1d	1d																																				
A1760	Elevator Shaft Button Up	12-Jun-24	12-Jun-24	1d	1d																																				
A1770	FRP Columns 50-100%	13-Jun-24	13-Jun-24	1d	1d																																				
A1780	FRP Shear Walls 2 & 3	13-Jun-24	13-Jun-24	1d	1d																																				
A1790	Strip Shear Wall 1	13-Jun-24	13-Jun-24	1d	1d																																				
A1800	FRP Elevator Shaft	13-Jun-24	13-Jun-24	1d	1d																																				
A1810	Deck 4 Bays	13-Jun-24	14-Jun-24	2d	2d																																				
A1820	Stress Cables on Below Deck	15-Jun-24	15-Jun-24	1d	1d																																				
A1830	Strip Shear Wall 2 & 3	15-Jun-24	15-Jun-24	1d	1d																																				
A1840	Strip Elevator Walls	15-Jun-24	15-Jun-24	1d	1d																																				
A1850	Jump Elevator Core	15-Jun-24	15-Jun-24	1d	1d																																				
A1860	Deck Forms to 95%	15-Jun-24	15-Jun-24	1d	1d																																				
A1870	Jump Shear Walls 1 Side	15-Jun-24	15-Jun-24	1d	1d																																				
A1880	Layout Deck	15-Jun-24	15-Jun-24	1d	1d																																				
A1890	Shear Studs & Block Outs	15-Jun-24	15-Jun-24	1d	1d																																				
A1910	Set Wall Reinforcement	15-Jun-24	15-Jun-24	1d	1d																																				
A1920	Stock Deck Reinforcement	15-Jun-24	15-Jun-24	1d	1d																																				
A1930	Complete Block Outs	17-Jun-24	17-Jun-24	1d	1d																																				
A1940	Rebar at Deck	17-Jun-24	18-Jun-24	2d	2d																																				
A1950	Conduit in Slab Install	17-Jun-24	17-Jun-24	1d	1d																																				
A1960	Complete & Level Deck	17-Jun-24	17-Jun-24	1d	1d																																				
A1970	QC edge Forms	17-Jun-24	17-Jun-24	1d	1d																																				
A1980	Embeds & Wal Plates	17-Jun-24	17-Jun-24	1d	1d																																				
A1990	Deck Forms to 100%	17-Jun-24	17-Jun-24	1d	1d																																				
A2000	Rebar	18-Jun-24	18-Jun-24	1d	1d																																				

█ Remaining Level of Effort
 █ Actual Level of Effort
 █ Actual Work
 █ Critical Remaining Work
 █ WBS Summary
 █ Primary Baseline
 █ Remaining Work
 ◆ Baseline Milestone



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Main project schedule table with columns for Activity ID, Activity Name, Start, Finish, Original Duration, Remaining Duration, and monthly progress for 2023, 2024, and 2025. Includes sub-tasks like Roof Level, Exterior Finishes, GFRC, Misc. Tube Steel Columns, Windows, West/South/East/North Elevation, and Interior/Rough In.

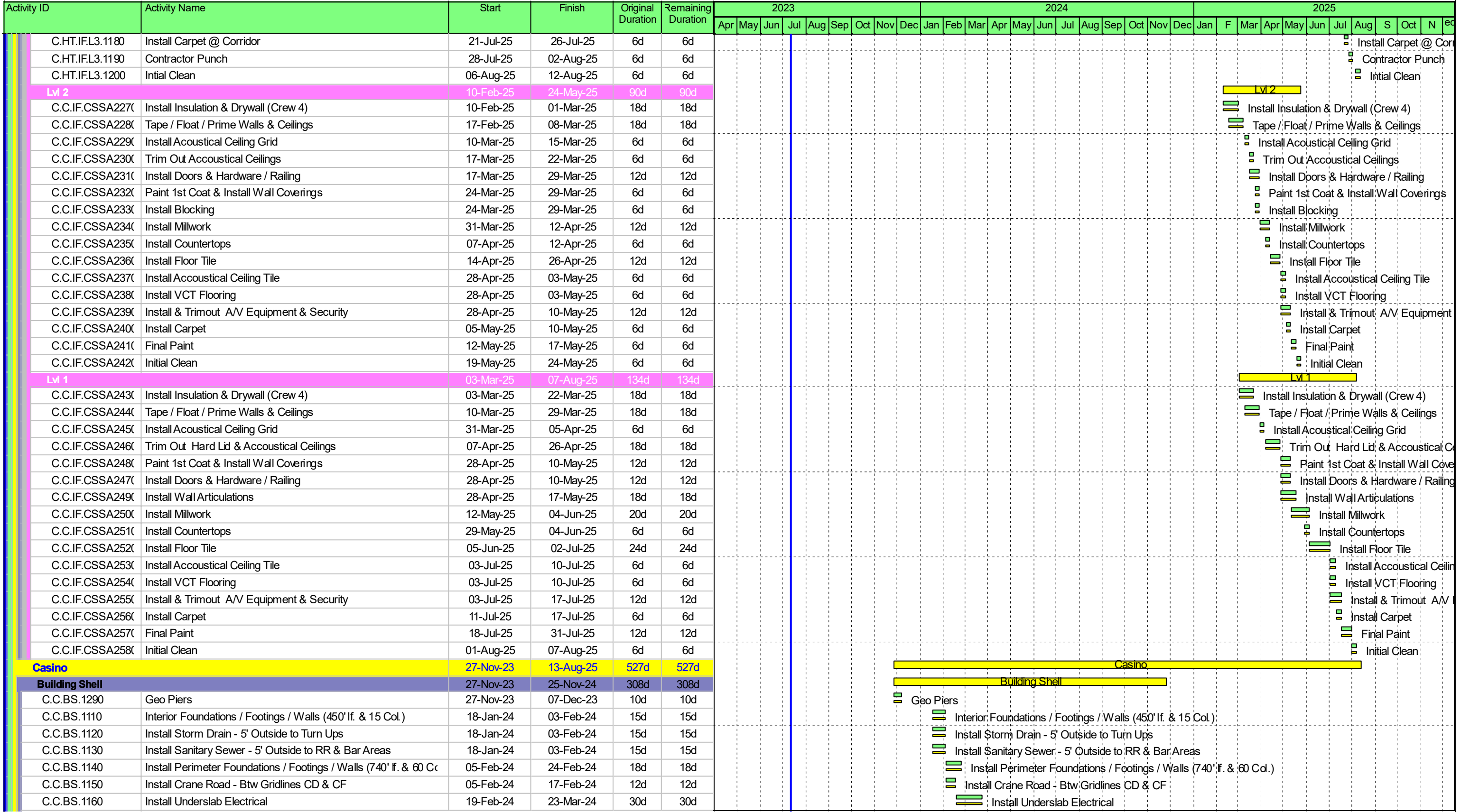
Legend for Remaining Level of Effort, Actual Level of Effort, Actual Work, Critical Remaining Work, WBS Summary, Primary Baseline, Remaining Work, and Baseline Milestone.

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025																							
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	ec															
Lvl 7																																										Lvl 7											
C.HT.IFL71010	Skim Coat / Rub Concrete Deck	27-Feb-25	15-Jul-25	117d	117d																																					<ul style="list-style-type: none"> Skim Coat / Rub Concrete Deck 											
C.HT.IFL71020	Pipe & Duct Insulation	12-Mar-25	18-Mar-25	6d	6d																																					<ul style="list-style-type: none"> Pipe & Duct Insulation 											
C.HT.IFL71030	Hang Drywall & Backerboards - Walls & Ceilings (Crew 3)	21-Mar-25	27-Mar-25	6d	6d																																					<ul style="list-style-type: none"> Hang Drywall & Backerboards - Walls & 											
C.HT.IFL71040	Tape / Float Drywall	28-Mar-25	03-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Tape / Float Drywall 											
C.HT.IFL71050	Prime / 1st Coat - Walls & Ceilings	04-Apr-25	10-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Prime / 1st Coat - Walls & Ceilings 											
C.HT.IFL71060	Install Shower Tile	11-Apr-25	17-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Install Shower Tile 											
C.HT.IFL71070	Install Floor & Wall Tile	18-Apr-25	24-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Install Floor & Wall Tile 											
C.HT.IFL71080	Install Vanity & Countertop	25-Apr-25	01-May-25	6d	6d																																					<ul style="list-style-type: none"> Install Vanity & Countertop 											
C.HT.IFL71090	Trimout Plumbing Fixtures	02-May-25	08-May-25	6d	6d																																					<ul style="list-style-type: none"> Trimout Plumbing Fixtures 											
C.HT.IFL71100	Trimout HVAC & Fire Supression	09-May-25	15-May-25	6d	6d																																					<ul style="list-style-type: none"> Trimout HVAC & Fire Supression 											
C.HT.IFL71110	Trimout - Fire Alarm and Low Voltage	16-May-25	22-May-25	6d	6d																																					<ul style="list-style-type: none"> Trimout - Fire Alarm and Low V 											
C.HT.IFL71120	Install Wall Coverings	23-May-25	30-May-25	6d	6d																																					<ul style="list-style-type: none"> Install Wall Coverings 											
C.HT.IFL71130	Doors / Hardware / Toilet Accessories	31-May-25	06-Jun-25	6d	6d																																					<ul style="list-style-type: none"> Doors / Hardware / Toilet Acc 											
C.HT.IFL71140	Install Shower Doors & Mirrors	07-Jun-25	13-Jun-25	6d	6d																																					<ul style="list-style-type: none"> Install Shower Doors & Mirr 											
C.HT.IFL71150	Install Carpet @ Rooms	14-Jun-25	20-Jun-25	6d	6d																																					<ul style="list-style-type: none"> Install Carpet @ Rooms 											
C.HT.IFL71160	Install Carpet @ Corridor	21-Jun-25	27-Jun-25	6d	6d																																					<ul style="list-style-type: none"> Install Carpet @ Corridor 											
C.HT.IFL71170	Contractor Punch	28-Jun-25	05-Jul-25	6d	6d																																					<ul style="list-style-type: none"> Contractor Punch 											
C.HT.IFL71180	Intial Clean	09-Jul-25	15-Jul-25	6d	6d																																					<ul style="list-style-type: none"> Intial Clean 											
Lvl 6																																										Lvl 6											
C.HT.IFL61010	Skim Coat / Rub Concrete Deck	06-Mar-25	22-Jul-25	117d	117d																																					<ul style="list-style-type: none"> Skim Coat / Rub Concrete Deck 											
C.HT.IFL61020	Pipe & Duct Insulation	19-Mar-25	25-Mar-25	6d	6d																																					<ul style="list-style-type: none"> Pipe & Duct Insulation 											
C.HT.IFL61030	Hang Drywall & Backerboards - Walls & Ceilings (Crew 3)	28-Mar-25	03-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Hang Drywall & Backerboards - Walls & 											
C.HT.IFL61040	Tape / Float Drywall	04-Apr-25	10-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Tape / Float Drywall 											
C.HT.IFL61050	Prime / 1st Coat - Walls & Ceilings	11-Apr-25	17-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Prime / 1st Coat - Walls & Ceilings 											
C.HT.IFL61060	Install Shower Tile	18-Apr-25	24-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Install Shower Tile 											
C.HT.IFL61070	Install Floor & Wall Tile	25-Apr-25	01-May-25	6d	6d																																					<ul style="list-style-type: none"> Install Floor & Wall Tile 											
C.HT.IFL61080	Install Vanity & Countertop	02-May-25	08-May-25	6d	6d																																					<ul style="list-style-type: none"> Install Vanity & Countertop 											
C.HT.IFL61090	Trimout Plumbing Fixtures	09-May-25	15-May-25	6d	6d																																					<ul style="list-style-type: none"> Trimout Plumbing Fixtures 											
C.HT.IFL61100	Trimout HVAC & Fire Supression	16-May-25	22-May-25	6d	6d																																					<ul style="list-style-type: none"> Trimout HVAC & Fire Supression 											
C.HT.IFL61110	Trimout - Fire Alarm and Low Voltage	23-May-25	30-May-25	6d	6d																																					<ul style="list-style-type: none"> Trimout - Fire Alarm and Low 											
C.HT.IFL61120	Install Wall Coverings	31-May-25	06-Jun-25	6d	6d																																					<ul style="list-style-type: none"> Install Wall Coverings 											
C.HT.IFL61130	Doors / Hardware / Toilet Accessories	07-Jun-25	13-Jun-25	6d	6d																																					<ul style="list-style-type: none"> Doors / Hardware / Toilet A 											
C.HT.IFL61140	Install Shower Doors & Mirrors	14-Jun-25	20-Jun-25	6d	6d																																					<ul style="list-style-type: none"> Install Shower Doors & Mir 											
C.HT.IFL61150	Install Carpet @ Rooms	21-Jun-25	27-Jun-25	6d	6d																																					<ul style="list-style-type: none"> Install Carpet @ Rooms 											
C.HT.IFL61160	Install Carpet @ Corridor	28-Jun-25	05-Jul-25	6d	6d																																					<ul style="list-style-type: none"> Install Carpet @ Corrido 											
C.HT.IFL61170	Contractor Punch	07-Jul-25	12-Jul-25	6d	6d																																					<ul style="list-style-type: none"> Contractor Punch 											
C.HT.IFL61180	Intial Clean	16-Jul-25	22-Jul-25	6d	6d																																					<ul style="list-style-type: none"> Intial Clean 											
Lvl 5																																										Lvl 5											
C.HT.IFL51010	Skim Coat / Rub Concrete Deck	13-Mar-25	29-Jul-25	117d	117d																																					<ul style="list-style-type: none"> Skim Coat / Rub Concrete Deck 											
C.HT.IFL51020	Pipe & Duct Insulation	26-Mar-25	01-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Pipe & Duct Insulation 											
C.HT.IFL51030	Hang Drywall & Backerboards - Walls & Ceilings (Crew 3)	04-Apr-25	10-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Hang Drywall & Backerboards - Walls 											
C.HT.IFL51040	Tape / Float Drywall	11-Apr-25	17-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Tape / Float Drywall 											
C.HT.IFL51050	Prime / 1st Coat - Walls & Ceilings	18-Apr-25	24-Apr-25	6d	6d																																					<ul style="list-style-type: none"> Prime / 1st Coat - Walls & Ceilings 											
C.HT.IFL51060	Install Shower Tile	25-Apr-25	01-May-25	6d	6d																																					<ul style="list-style-type: none"> Install Shower Tile 											
C.HT.IFL51070	Install Floor & Wall Tile	02-May-25	08-May-25	6d	6d																																					<ul style="list-style-type: none"> Install Floor & Wall Tile 											



Legends Resort Casino, Arkansas

Data Date: 12-Jul-23
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■ Remaining Level of Effort
■ Actual Level of Effort
■ Actual Work
■ Critical Remaining Work
 WBS Summary
 Primary Baseline
 Remaining Work
◆ Baseline Milestone



Legends Resort Casino, Arkansas

Data Date: 12-Jul-23
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Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2023												2024												2025												
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	ec				
C.C.IF.RRGE.107C	Hang Drywall @ Ceilings (Crew 2)	29-Jan-25	31-Jan-25	3d	3d																																					<ul style="list-style-type: none"> ■ Hang Drywall @ Ceilings (Crew 2)
C.C.IF.RRGE.108C	Tape / Float / Prime / First Coat Walls & Ceilings	01-Feb-25	07-Feb-25	6d	6d																																					<ul style="list-style-type: none"> ■ Tape / Float / Prime / First Coat Walls & Ceilings
C.C.IF.RRGE.109C	Install Subsurface for Countertops	06-Feb-25	07-Feb-25	2d	2d																																					<ul style="list-style-type: none"> ■ Install Subsurface for Countertops
C.C.IF.RRGE.110C	Install Tile @ Floor and Walls	08-Feb-25	07-Mar-25	24d	24d																																					<ul style="list-style-type: none"> ■ Install Tile @ Floor and Walls
C.C.IF.RRGE.1110	Install Countertops	08-Mar-25	11-Mar-25	3d	3d																																					<ul style="list-style-type: none"> ■ Install Countertops
C.C.IF.RRGE.1120	Trimout Plumbing	08-Mar-25	14-Mar-25	6d	6d																																					<ul style="list-style-type: none"> ■ Trimout Plumbing
C.C.IF.RRGE.1130	Trimout Elect. & Mechanical	08-Mar-25	14-Mar-25	6d	6d																																					<ul style="list-style-type: none"> ■ Trimout Elect. & Mechanical
C.C.IF.RRGE.1140	Install Toilet Partitions & Accessories	15-Mar-25	28-Mar-25	12d	12d																																					<ul style="list-style-type: none"> ■ Install Toilet Partitions & Accessories
C.C.IF.RRGE.1150	Initial Clean	25-Mar-25	31-Mar-25	6d	6d																																					<ul style="list-style-type: none"> ■ Initial Clean
C.C.IF.RRGE.1160	Restroom Group - East Complete		31-Mar-25	0d	0d																																					<ul style="list-style-type: none"> ◆ Restroom Group - East Complete
East Entry Vestibule		30-Apr-24	07-May-25	314d	314d																																					East Entry Vestibule
C.C.IF.EEV.1000	Layout Walls	30-Apr-24	30-Apr-24	1d	1d																																					<ul style="list-style-type: none"> ■ Layout Walls
C.C.IF.EEV.1010	Frame Walls and Openings	01-May-24	04-May-24	4d	4d																																					<ul style="list-style-type: none"> ■ Frame Walls and Openings
C.C.IF.EEV.1020	Rough-in Walls & Overhead	06-May-24	11-May-24	6d	6d																																					<ul style="list-style-type: none"> ■ Rough-in Walls & Overhead
C.C.IF.EEV.1030	Frame & Enclose Temporary Entrance	13-May-24	14-May-24	2d	2d																																					<ul style="list-style-type: none"> ■ Frame & Enclose Temporary Entrance
C.C.IF.EEV.1040	Install Insulation and Hang Drywall (Crew 2)	29-Jan-25	01-Feb-25	4d	4d																																					<ul style="list-style-type: none"> ■ Install Insulation and Hang Drywall (Crew 2)
C.C.IF.EEV.1050	Tape / Float / Prime / 1st Coat Walls & Ceilings	03-Feb-25	11-Feb-25	8d	8d																																					<ul style="list-style-type: none"> ■ Tape / Float / Prime / 1st Coat Walls & Ceilings
C.C.IF.EEV.1060	Install Door Frames @ EMT/Sec. & Elect Rm	12-Feb-25	12-Feb-25	1d	1d																																					<ul style="list-style-type: none"> ■ Install Door Frames @ EMT/Sec. & Elect Rm
C.C.IF.EEV.1070	Install Entry Door Units	13-Feb-25	19-Feb-25	6d	6d																																					<ul style="list-style-type: none"> ■ Install Entry Door Units
C.C.IF.EEV.1080	Install Electrical Gear & Panels	20-Feb-25	12-Mar-25	18d	18d																																					<ul style="list-style-type: none"> ■ Install Electrical Gear & Panels
C.C.IF.EEV.1090	Install Flooring	13-Mar-25	19-Mar-25	6d	6d																																					<ul style="list-style-type: none"> ■ Install Flooring
C.C.IF.EEV.1100	Install Doors & Hardware	20-Mar-25	02-Apr-25	12d	12d																																					<ul style="list-style-type: none"> ■ Install Doors & Hardware
C.C.IF.EEV.1110	MEP Trimout / Complete Electrical Panels	03-Apr-25	23-Apr-25	18d	18d																																					<ul style="list-style-type: none"> ■ MEP Trimout / Complete Electrical Panels
C.C.IF.EEV.1120	Security & A/V Trimout	24-Apr-25	30-Apr-25	6d	6d																																					<ul style="list-style-type: none"> ■ Security & A/V Trimout
C.C.IF.EEV.1130	Final Clean	01-May-25	07-May-25	6d	6d																																					<ul style="list-style-type: none"> ■ Final Clean
C.C.IF.EEV.1140	East Vestibule Complete		07-May-25	0d	0d																																					<ul style="list-style-type: none"> ◆ East Vestibule Complete
Restroom Group - West		02-May-24	01-Apr-25	281d	281d																																					Restroom Group - West
C.C.IF.RRGW.100	Layout Interior Walls & Partitions	02-May-24	02-May-24	1d	1d																																					<ul style="list-style-type: none"> ■ Layout Interior Walls & Partitions
C.C.IF.RRGW.101	Frame Interior Walls & Partitions	02-May-24	04-May-24	3d	3d																																					<ul style="list-style-type: none"> ■ Frame Interior Walls & Partitions
C.C.IF.RRGW.102	Overhead Rough-In - MEP & FP	02-May-24	08-May-24	6d	6d																																					<ul style="list-style-type: none"> ■ Overhead Rough-In - MEP & FP
C.C.IF.RRGW.103	Inwall Rough-In - MEP	09-May-24	18-May-24	9d	9d																																					<ul style="list-style-type: none"> ■ Inwall Rough-In - MEP
C.C.IF.RRGW.104	Insulate Piping & Walls	20-May-24	22-May-24	3d	3d																																					<ul style="list-style-type: none"> ■ Insulate Piping & Walls
C.C.IF.RRGW.105	Hang Drywall & Backer Board @ Walls (Crew 2)	03-Feb-25	05-Feb-25	3d	3d																																					<ul style="list-style-type: none"> ■ Hang Drywall & Backer Board @ Walls (Crew 2)
C.C.IF.RRGW.106	Frame Hard Lids Ceilings	03-Feb-25	05-Feb-25	3d	3d																																					<ul style="list-style-type: none"> ■ Frame Hard Lids Ceilings
C.C.IF.RRGW.107	Hang Drywall @ Ceilings (Crew 2)	06-Feb-25	08-Feb-25	3d	3d																																					<ul style="list-style-type: none"> ■ Hang Drywall @ Ceilings (Crew 2)
C.C.IF.RRGW.108	Tape / Float / Prime / First Coat Walls & Ceilings	10-Feb-25	15-Feb-25	6d	6d																																					<ul style="list-style-type: none"> ■ Tape / Float / Prime / First Coat Walls & Ceilings
C.C.IF.RRGW.109	Install Subsurface for Countertops	14-Feb-25	15-Feb-25	2d	2d																																					<ul style="list-style-type: none"> ■ Install Subsurface for Countertops
C.C.IF.RRGW.110	Install Tile @ Floor and Walls	17-Feb-25	08-Mar-25	18d	18d																																					<ul style="list-style-type: none"> ■ Install Tile @ Floor and Walls
C.C.IF.RRGW.111	Install Countertops	10-Mar-25	12-Mar-25	3d	3d																																					<ul style="list-style-type: none"> ■ Install Countertops
C.C.IF.RRGW.112	Trimout Plumbing	10-Mar-25	15-Mar-25	6d	6d																																					<ul style="list-style-type: none"> ■ Trimout Plumbing
C.C.IF.RRGW.113	Trimout Elect. & Mechanical	10-Mar-25	15-Mar-25	6d	6d																																					<ul style="list-style-type: none"> ■ Trimout Elect. & Mechanical
C.C.IF.RRGW.114	Install Toilet Partitions & Accessories	17-Mar-25	29-Mar-25	12d	12d																																					<ul style="list-style-type: none"> ■ Install Toilet Partitions & Accessories
C.C.IF.RRGW.115	Initial Clean	26-Mar-25	01-Apr-25	6d	6d																																					<ul style="list-style-type: none"> ■ Initial Clean
C.C.IF.RRGW.116	Restroom Group - West Complete		01-Apr-25	0d	0d																																					<ul style="list-style-type: none"> ◆ Restroom Group - West Complete
High Limits		03-May-24	06-May-25	310d	310d																																					High Limits
C.C.IF.HL2000	Layout Walls & Partitions	03-May-24	06-May-24	3d	3d																																					<ul style="list-style-type: none"> ■ Layout Walls & Partitions

■ Remaining Level of Effort
 ■ Actual Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ WBS Summary
 Primary Baseline
 Remaining Work
◆ Baseline Milestone



Legends Resort Casino, Arkansas

Data Date: 12-Jul-23
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Table with columns: Activity ID, Activity Name, Start, Finish, Original Duration, Remaining Duration, and monthly grid for 2023, 2024, and 2025. Rows include activities like 'Frame Walls & Partitions', 'Install Door Frames', and 'Steak House Restaurant'.

Legend for Remaining Level of Effort, Actual Level of Effort, Actual Work, Critical Remaining Work, WBS Summary, Primary Baseline, Remaining Work, and Baseline Milestone.



Legends Resort Casino, Arkansas

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Table with columns for Activity ID, Activity Name, Start, Finish, Original Duration, Remaining Duration, and monthly progress bars for 2023, 2024, and 2025. Includes sections for Cashier Station & Support Area and Restroom Group - North.

Legend for activity status: Remaining Level of Effort, Actual Level of Effort, Actual Work, Critical Remaining Work, WBS Summary, Primary Baseline, Remaining Work, Baseline Milestone.

SITE LOGISTICS AND STAGING PLAN



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Russellville, Arkansas

Overall Site Plan

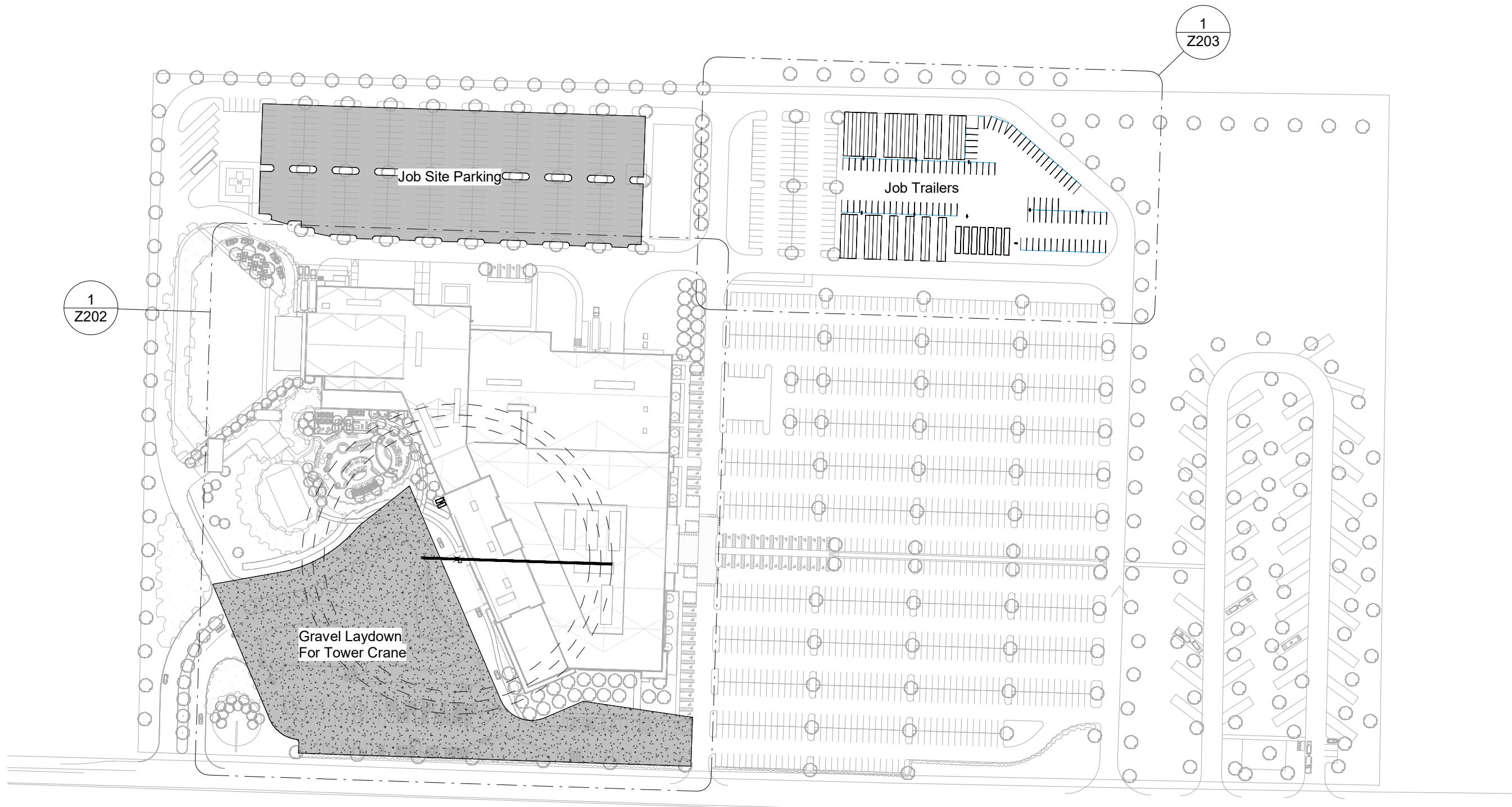
Project #

Date 10/20/22

Drawn by

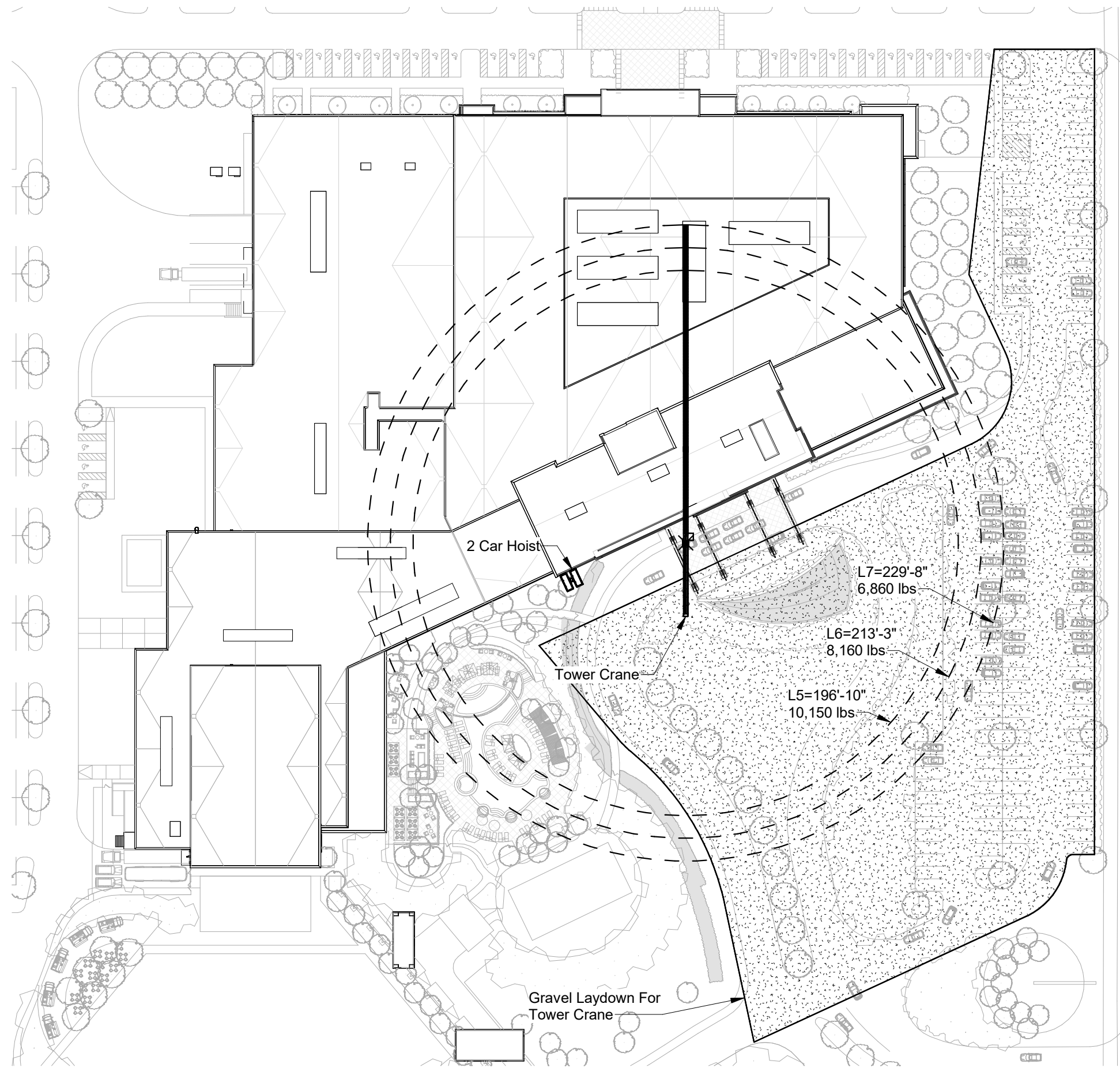
Z201

Scale 1" = 160'-0"



1 Overall Site Plan
1" = 160'-0"





1 Tower Crane & Hoist Callout
1" = 80'-0"



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Russellville, Arkansas

Tower Crane & Hoist Plan

Project #

Date 10/20/22

Drawn by

Z202

Scale 1" = 80'-0"

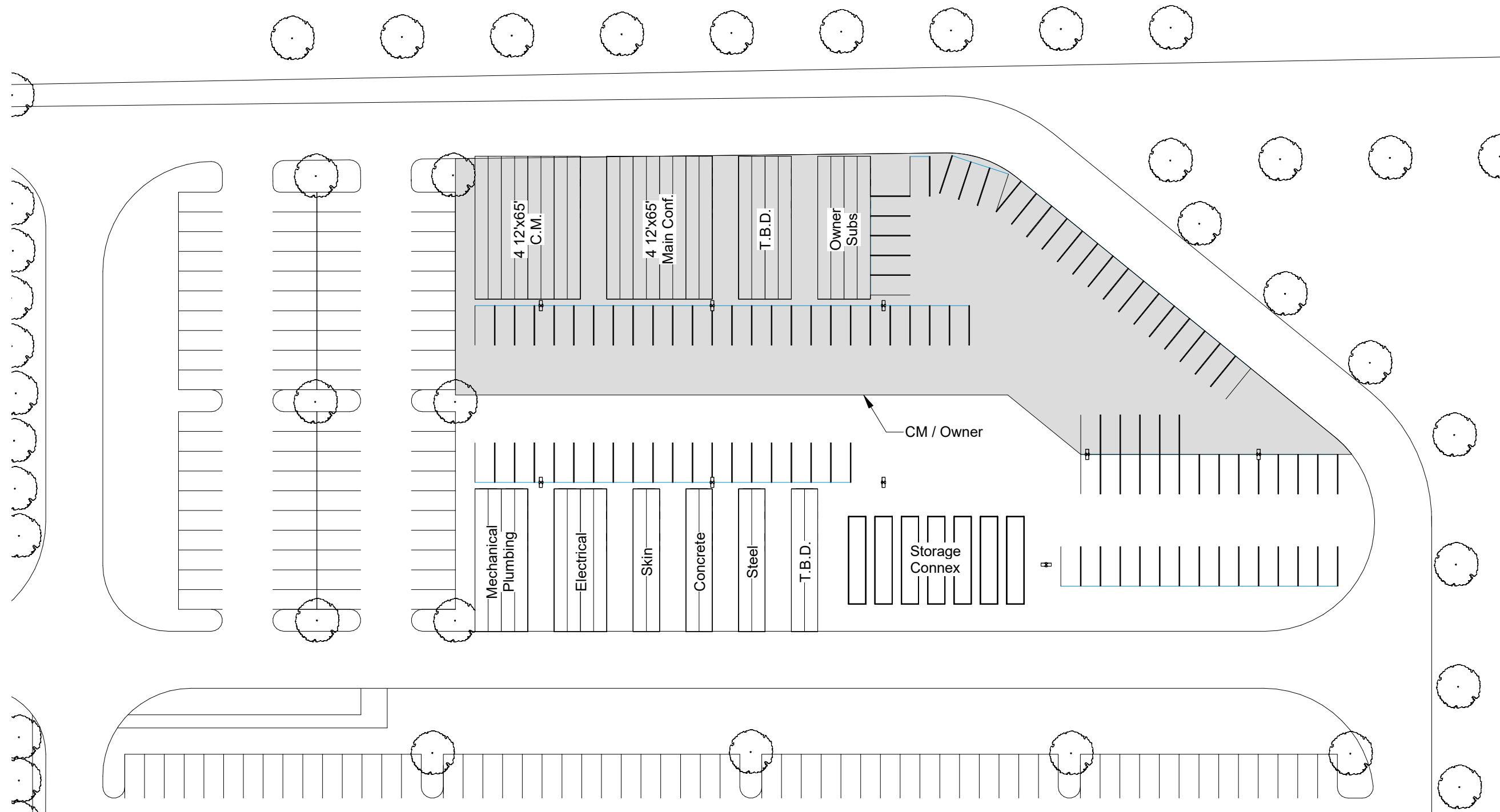


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Russellville, Arkansas



1 Job Trailer Callout
1" = 50'-0"

Job Trailer Layout

Project #

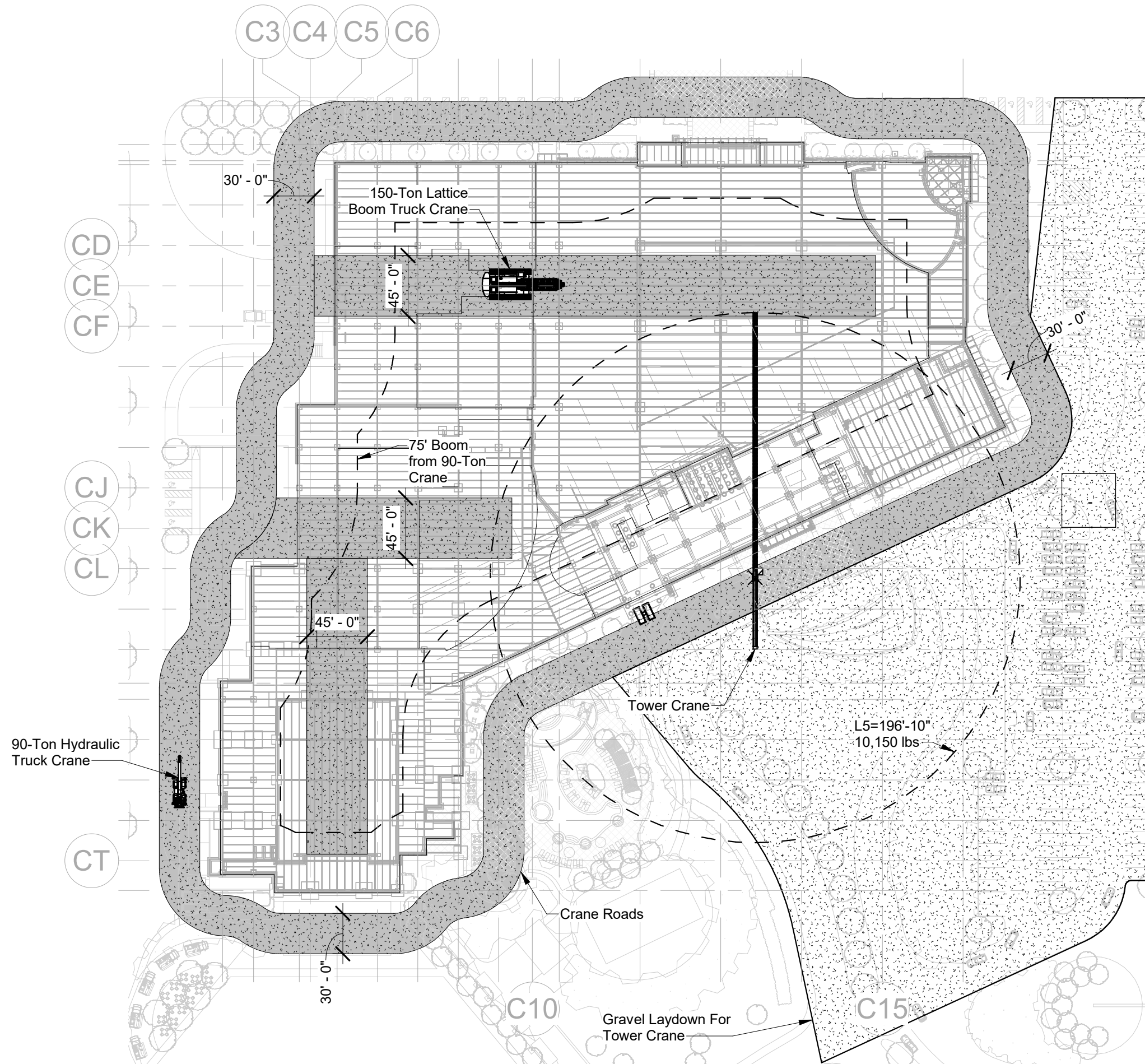
Date 10/20/22

Drawn by

Z203

Scale 1" = 50'-0"





1 Crane Road Plan
1" = 80'-0"



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Russellville, Arkansas

Crane Road Plan

Project #

Date 11/1/22

Drawn by

Z204

Scale 1" = 80'-0"

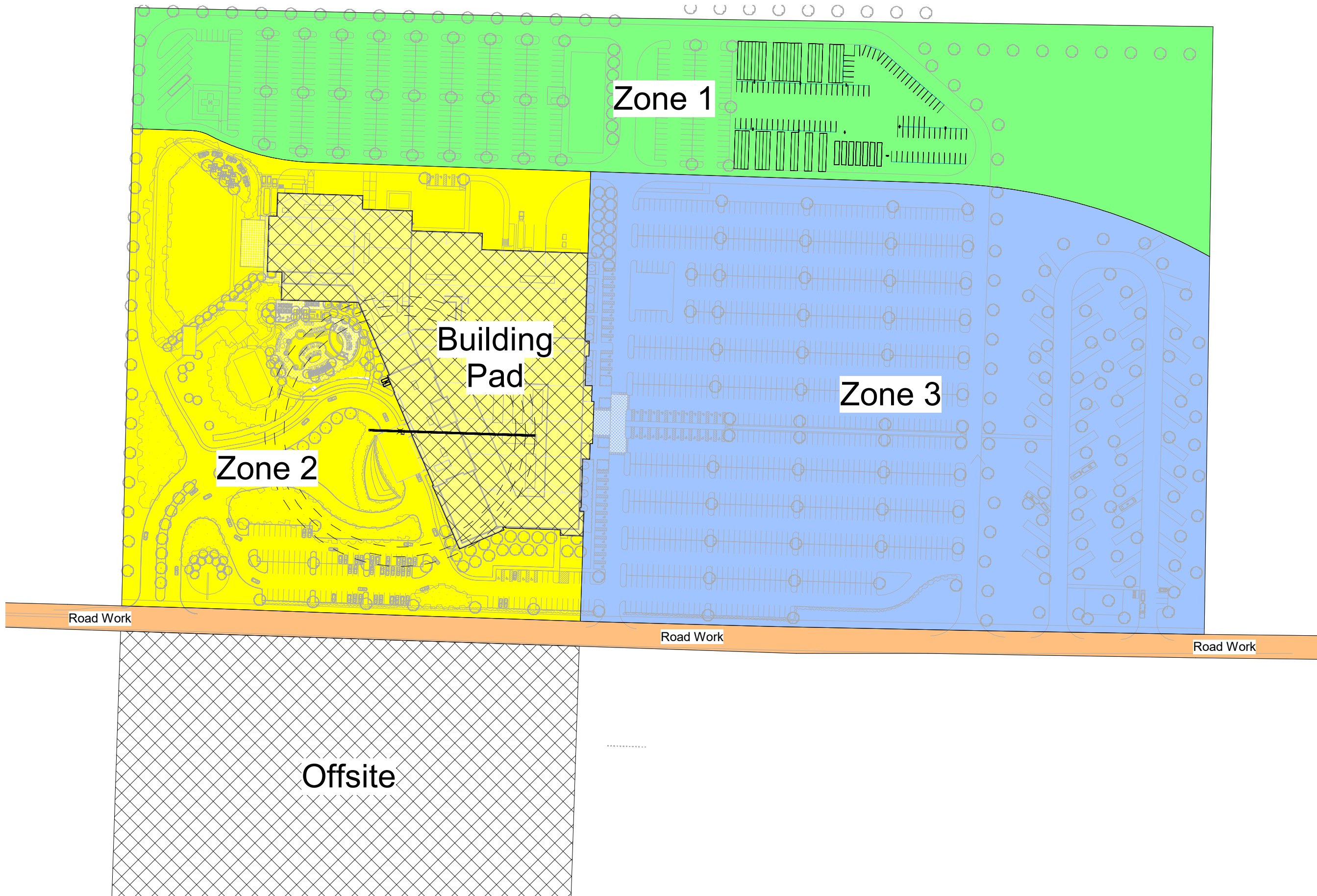


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Russellville, Arkansas



1 Site Zone Plan
1" = 160'-0"



Site Zone Plan

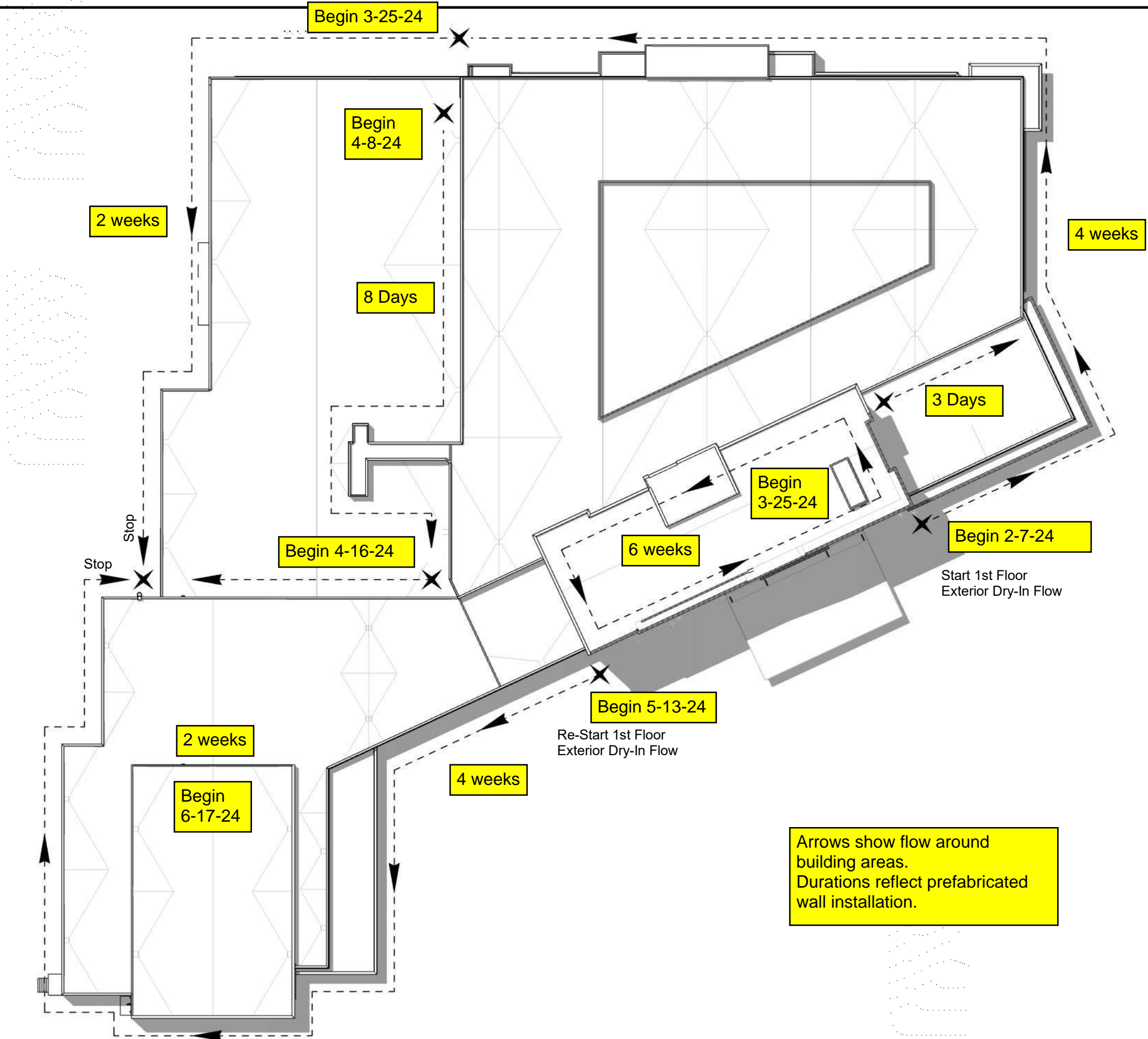
Project #

Date 10/20/22

Drawn by

Z205

Scale 1" = 160'-0"



2 weeks

Begin 4-8-24

8 Days

4 weeks

3 Days

Begin 3-25-24

6 weeks

Begin 2-7-24

Start 1st Floor Exterior Dry-In Flow

Stop

Begin 4-16-24

Begin 5-13-24

Re-Start 1st Floor Exterior Dry-In Flow

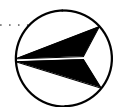
2 weeks

Begin 6-17-24

4 weeks

Arrows show flow around building areas. Durations reflect prefabricated wall installation.

1 Exterior Dry-In Plan
1" = 60'-0"



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Russellville, Arkansas

Exterior Dry-In Plan

Project #

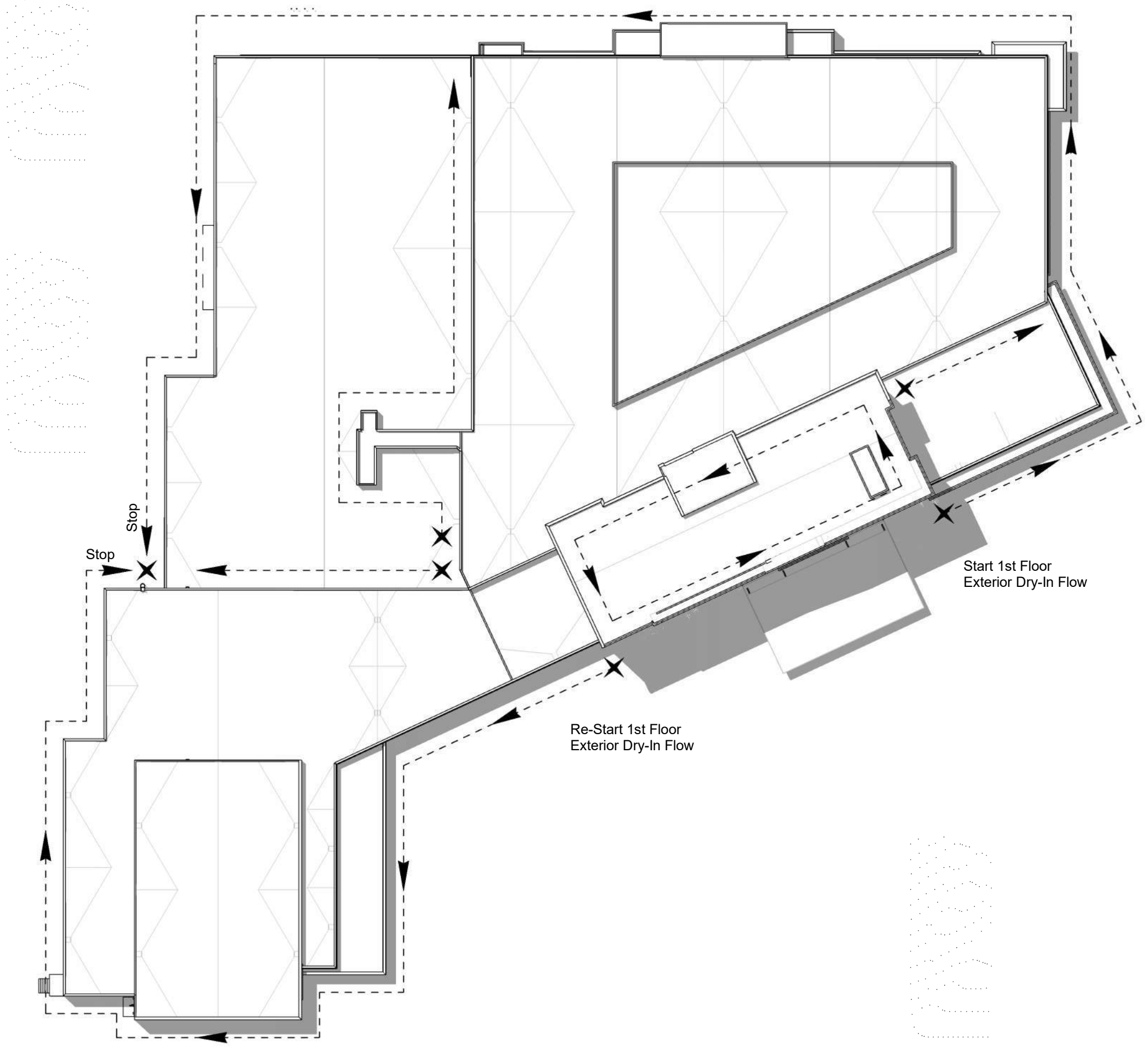
Date 10/20/22

Drawn by

Z206

Scale 1" = 60'-0"

10/20/2022 10:12:11 AM



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Russellville, Arkansas

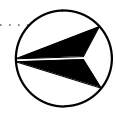
Exterior Dry-In Plan

Project #
Date 10/20/22
Drawn by

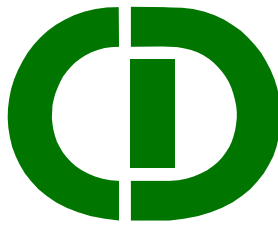
Z206

Scale 1" = 60'-0"

① Exterior Dry-In Plan
1" = 60'-0"



BID CONFIRMATION FORM



CDI CONTRACTORS, LLC • 3000 CANTRELL ROAD • LITTLE ROCK, ARKANSAS 72202 • 501-666-4300

Legends Resort & Casino
Bid Package 2 – Bid Confirmation Form

Date: August 9, 2023

All interested contractors to provide the following by August 25, 2023 by 5:00pm (Central):

Company name: _____

Acknowledge bid date and time of August 31, 2023 @ 5:00pm (Central) (Y/N): _____

Contractor to confirm intent to submit a bid (Y/N): _____

Contractor to provide primary contact for bid review (name, email and phone #): _____

Note to bidders 01: You must cut and paste the email address shown on the bid scope sheet to properly submit your bid to CNE.

Note to bidders 02: No late bids will be accepted by CNE.