

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

Legends Resort & Casino

Bid Package 1 – Envelope

Addendum No. 01

Date: June 9, 2023

Please see below summary of changes included in the updated CDI Supplemental Instructions:

1. Bid Date to: July 11, 2023 at 2pm
2. RFI/Bid Question Deadline to: June 27, 2023
3. Bid Forms: Updated documents for basis of design.
4. Insurance Requirements: Revised
5. List of Project Documents updated per 95% progress set release.

PLEASE NOTE ALL BIDS AND QUESTIONS SHALL BE SUBMITTED IN ACCORDANCE WITH THE RFP INSTRUCTIONS.

SUPPLEMENTAL INSTRUCTIONS

LEGENDS RESORT & CASINO HOTEL AND CASINO BUILDING RUSSELLVILLE, ARKANSAS

BID PACKAGE 1 – ENVELOPE

REVISED

OWNER – LEGENDS RESORT & CASINO, 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@cnet.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:	August 2023
Approximate Construction Finish:	August 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:	06/07/2023 @ 2pm 07/11/2023 @2pm
Private or Public Opening:	Private
Bid Bond Required:	No
RFI/Bid Question Deadline:	06/02/2023 06/27/2023

PREBID MEETING

Prebid Meeting Date/Time:	06/01/2023 @ 10am
Prebid Meeting Location:	Virtual Meeting

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:

Is the Prebid Mandatory?	Attendance is not mandatory but is strongly encouraged.
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CDI PROJECT TEAM INFORMATION

CDI Office:	3000 Cantrell Rd, Little Rock AR 72203; 501-666-4300
CDI Project Manager:	Kylie Canarina
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 1-03B–GFRC Furnish:	BP1_03B.n4fhcafbs8xso9ji@u.box.com
BP 1-05B – Exterior Assemblies:	BP1_05B.nlzmm3di4brhcyt2@u.box.com
BP 1-08C – Exterior Curtainwall	BP1_08C.46twjkn2ib3xukf@u.box.com

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

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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.

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 will be evaluated using the following rating system:

- i. Price Proposal (40%).
- ii. Proposed Staff and Management Plan (15%)
- iii. Experience on Similar Projects (15%).
- iv. Ability to Meet Project Schedule (15%).
- v. Project Specific Safety Plan (5%).
- vi. Project Understanding (Bid Proposal per Scope of Work) (5%).
- vii. Disadvantaged Business Designation (5%)

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;
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- vi. Project Understanding (Bid Proposal per Scope of Work) (5%).
- vii. Disadvantaged Business Designation (5%)

BID FORMS/BID SCOPES

Bid Package Detail

BP I - Exterior Wall Assemblies

03B – GFRC Furnish..... 5 PAGES

05B - Exterior Metal Framing & Assemblies 9 PAGES

08C - Exterior Glazing & Unitized Curtain Wall 10 PAGES

BID PACKAGE 1-03B BID FORM LEGENDS RESORT & CASINO

GLASS-FIBER REINFORCED CONCRETE FURNISH SCOPE

Submitted by:

Name / Company / Date

SUBMIT TO: BP1_03B.n4fhcafbs8xso9ji@u.box.com

The following Documents constitute the basis for the work:

- **95% Construction Documents Progress Plans** as prepared by HBG Design dated June 6, 2023.
- **95% Construction Documents Progress Project Manual** as prepared by HBG Design dated June 6, 2023.
- ~~50% CD Progress Plans~~ as prepared by HBG Design dated April 4, 2023.
- ~~Work Package 001 Progress Plans~~ as prepared by HBG Design dated April 4, 2023 (for reference and coordination).
- ~~Design Development Package Plans~~ as prepared by HBG Design dated January 10, 2023 (for reference and coordination).
- ~~50% CD Progress Project Manual~~ as prepared by HBG Design dated April 4, 2023.
- ~~Work Package 001 Progress Project Manual~~ as prepared by HBG Design dated April 4, 2023 (for reference and coordination).
- ~~Design Development Package Project Manual~~ as prepared by HBG Design dated January 10, 2023 (for reference and coordination).
- **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 49 00 Glass-Fiber-Reinforced Concrete
 - Section 05 40 00 Cold-Formed Metal Framing (As applicable and for Coordination)
 - Section 07 21 00 Thermal Insulation (As Applicable)
 - Section 07 27 26 Fluid-Applied Membrane Air Barrier (For Coordination)
 - Section 09 21 16 Gypsum Board Shaft Wall Assemblies (For Coordination)
 - Section 09 29 00 Gypsum Board (Gypsum sheathing coordination as applicable)
2. Provide all submittal, 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. CDI Contractors, LLC has the right to increase or decrease quantities at the established unit pricing listed in the Purchase Order Agreement.
4. PO includes any manufacture testing, lab reports and material certifications required by the Contract Documents (excludes jobsite testing).
5. Include agreement to a retainage percentage of 5 percent.
6. Includes all sales tax (city, county, and state) required per local code.

7. Any substitute equipment or materials, which is believed to be equal to those specified, shall be made a request in writing to CDI for approval of such substitute equipment or materials. In proposing items for consideration, 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.
8. Includes phasing or materials provided as required by CDI Project Schedule.

SCOPE OF WORK

1. Furnish all glass-fiber-reinforced concrete (GRFC) as shown and specified to include panel support framing and GFRC cladding panels. Included GFRC materials as specified and steel framing materials.
2. Includes all integral ribs, stiffeners, and connections as required for designed panel installation.
3. Includes furnish of loose connection hardware as required. Excluding any mechanical fasteners or expansion hardware to be provide by panel erector.
4. All GFRC to meet performance specification as detailed in the project manual.
5. Contractor shall provide design of GFRC skin, metal frame, and connections by a registered professional engineer employed or retained by the panel manufacturer as specified.
6. Furnish and erect mock-ups as specified. (2) full size mock up panels to be included. One to be retained at the plant and one to be located as direct by Architect and CDI.
7. Coordination with CDI and project team for connection details and installation requirements.
8. Contract shall include repair mock up work as required to demonstrate remediation effort for any damaged panels as specified.
9. Include delivery and handling to the project location as specified.
10. Includes Delegated Design of GFRC panels including comprehensive engineering analysis by a qualified professional Engineer, using performance requirements and design criteria as indicated.
11. Contract will require consistent and substantive engagement in providing preconstruction services including:
 - Design coordination meeting attendance, as requested, but no fewer than once every two (2) weeks.
 - Review of developing contract documents.
 - Confirmation of the design's conformance to GMP assumptions.
 - Analysis and feedback on schedule, availability and constructability of equipment and systems.
 - Providing cost neutral options to meet the design intent.
 - Documentation of any of the design that presents an expansion of originally intended scope along with detail cost impacts if any.
 - Providing detailed and accurate cost breakdowns for various divisions of the work as directed by CDI.
12. Contractor willingness and ability to perform the work as finally designed within the proposed GMP.
13. GMP Pricing agreement will be as follows:
 - Contract value would be assumed as guaranteed maximum price based on the base bid value of this proposal.
 - GMP offer would be based on a materials cost index itemized on a unit cost basis by component with a provision that the GMP would remain unchanged if the unit cost variation were 5% or less. Any variation over 5% (increase or decrease) would result in 50% of the variation charged or credited (as the case may be) to the owner and 50% to the subcontractor.
 - Final pricing review will be due to CDI within the time specified by CDI for this scope following issuance of stamped construction documents by the design team.
 - Clearly defined/detailed scope of work statements along with detailed pricing broken down and analyzed as requested by CDI will be expected.
 - Pricing must be reconciled with the current Owner's GMP budget.

- Contractors shall be responsible to furnish CDI adequate information to explain any differences between the GMP cost and final design cost.
- Contractor must obtain approval from CDI and the Owner for any cost overages above GMP.

SAFETY & SITE LOGISTICS

1. All materials are to be delivered F.O.B. jobsite to each location as scheduled with the project superintendent.
2. 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.
 - a. 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.
3. Comply with any AHJ hauling and utility ordinance.
4. All truck and equipment traffic will be restricted to the immediate 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 Purchase Order Agreement.
2. 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.

EXCLUSIONS

1. Post production sealer.
2. Site Fluid Applied Air Barrier
3. Joint Sealants (applied at time of erection)
4. Onsite Patching & Cleaning onsite due to field damage. (unit pricing to be provided for patching)
5. Panel Erection

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. Delegated Design/Engineering Cost \$ _____
2. GFRC Cladding Panels (Podium) \$ _____

- | | |
|---|----------|
| 3. GFRC Exterior Assembly (Hotel Tower) | \$ _____ |
| 4. Connection Clips and Hardware | \$ _____ |
| 5. Freight | \$ _____ |

BASE BID (including sales tax): \$ _____

ALTERNATE PRICES

- | | |
|---|----------|
| 1. ADD ALTERNATE No. 1: Payment & Performance Bond | \$ _____ |
| 2. DEDUCT ALTERNATE No. 2: Profile Projection Reduced to
a Maximum depth of 1/2" | \$ _____ |

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. GFRC Cladding Panels (Podium) | \$ _____/SF |
| 2. GFRC Exterior Assembly Panels (Hotel) | \$ _____/SF |
| 3. Patching | \$ _____/SF |
| 4. Fabrication/Shop Labor (labor and burden, all-in) | \$ _____/HR |
| 5. Other: _____ | \$ _____/ _____ |
| 6. Other: _____ | \$ _____/ _____ |

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 1-05B BID FORM

LEGENDS RESORT & CASINO

EXTERIOR METAL FRAMING & ASSEMBLIES SCOPE

Submitted by:

Name / Company / Date

SUBMIT TO: BP1_05B.nlzmm3di4brhcyt2@u.box.com

The following Documents constitute the basis for the work:

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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:
 - DD – Section 05 40 00 – Cold-Formed Metal Framing
 - DD – Section 06 16 00 – Sheathing
 - DD – Section 07 19 00 – Water Repellants (If Applicable)
 - DD – Section 07 21 00 – Thermal Insulation
 - DD – Section 07 24 19 – Water-Drainage Exterior Insulation and Finish System (EIFS)
 - DD – Section 07 24 23 – Direct Applied Exterior Finish System (DEFS)
 - DD – Section 07 27 26 – Fluid-Applied Membrane Air Barriers
 - DD – Section 07 42 16 – Metal Wall Panels
 - DD – Section 07 42 21 – Metal Composite Material Wall Panels
 - 50% CD – Section 07 62 00 – Sheet Metal Flashing and Trim
 - 50% CD – Section 07 92 00 – Joint Sealants
 - DD – Section 08 11 13 Hollow Metal Doors and Frames – Coordination and Frame Installation
 - DD – Section 08 33 23 Overhead Coiling Doors – for Coordination

- 50% CD – Section 08 41 13 Aluminum-Framed Entrances and Storefronts – For Coordination
 - 50% CD – Section 08 41 26 All-Glass Entrances and Storefronts – For Coordination
 - 50% CD – Section 08 42 29 Sliding Automatic Entrances – For Coordination
 - 50% CD – Section 08 44 13 Glazed Aluminum Curtain Walls – For 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. Furnish and install all prefabricated and panelized exterior backup walls behind non-composite GFRC panel assemblies. The system should include all studs, internal framing, sheathing, air barrier, furring, continuous insulation, batt insulation, caulking, and flashing for a complete system. Where indicated, panels should be designed to support and include provisions to support the GFRC panel assembly.
2. Furnish and install all prefabricated and panelized exterior walls. The system should include all studs, internal framing, sheathing, air barrier, furring, continuous insulation, batt insulation, caulking, and flashing for a complete system. Exterior finishes applied under this item include non-composite GFRC panels, EIFS, wood grain planks, metal panels, and composite metal panels.
3. Where panelized prefabricated walls cannot be used, furnish and install all field-constructed studs, sheathing, air barrier, furring, continuous insulation, batt insulation, caulking, and flashing for a complete exterior wall system. Includes furnish and install of EIFS, wood grain planks, metal panels, and composite metal panels at field-constructed exterior walls.
4. Furnish and install all soffit framing and finishes systems.
5. Provide all anchors, fasteners, embeds, clips, plates, angles, or other connection components for a complete system.
6. Coordinate termination of exterior wall systems provided under this scope to composite GFRC and curtainwall wall systems. Provide returns and caulking to dissimilar materials as part of this scope of work.
7. Provide in-wall plywood or dimensional lumber blocking at parapet walls, parapet caps, behind signs, or in other areas indicated by the plans or specifications.
8. Provide EIFS colors as indicated.
9. Coordinate all mechanical, electrical, and plumbing penetrations and flashings with mechanical, electrical, and plumbing drawings, specifications, and respective subcontractors.
10. Install hollow metal door frames in exterior walls furnished by others.
11. Provide stamped engineered shop drawings for exterior wall systems construction as part of this scope of work.
12. Include provisions for staging material on site as necessary. This includes, but is not limited to, protective coverings, trailer rental, and trailer movement around the site as needed.
13. Include as part of this response recommendations for structural support and bracing of panelized wall systems.
14. Include Delegated Design of panelized assemblies including comprehensive engineering analysis by a qualified professional Engineer, using performance requirements and design criteria indicated.
15. Contract will require consistent and substantive engagement in providing preconstruction services including:
 - Design coordination meeting attendance, as requested, but no fewer than once every two (2) weeks during design assist process.
 - Review of final developed contract documents.
 - Confirmation of the design's conformance to GMP assumptions.

- Analysis and feedback on schedule, availability and constructability of equipment and systems.
 - Providing cost neutral options to meet the design intent.
 - Documentation of any of the design that presents an expansion of originally intended scope along with detail cost impacts if any.
 - Providing detailed and accurate cost breakdowns for various divisions of the work as directed by CDI.
16. Contractor willingness and ability to perform the work as finally designed within the proposed GMP.
17. GMP Pricing agreement will be as follows:
- Contract value would be assumed as guaranteed maximum price based on the base bid value of this proposal.
 - GMP offer would be based on a materials cost index itemized on a unit cost basis by component with a provision that the GMP would remain unchanged if the unit cost variation were 5% or less. Any variation over 5% (increase or decrease) would result in 50% of the variation charged or credited (as the case may be) to the owner and 50% to the subcontractor.
 - Final pricing review will be due to CDI within the time specified by CDI for this scope following issuance of stamped construction documents by the design team.
 - Clearly defined/detailed scope of work statements along with detailed pricing broken down and analyzed as requested by CDI will be expected.
 - Pricing must be reconciled with the current Owner's GMP budget.
 - Contractors shall be responsible to furnish CDI adequate information to explain any differences between the GMP cost and final design cost.
 - Contractor must obtain approval from CDI and the Owner for any cost overages above GMP.

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. Furnish and Install of Glass Fiber Reinforced Concrete (GFRC). Coordination for adjacent work only.
2. Interior studs and interior gypsum as shown behind composite GFRC paneling system (at hotel tower).

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. Delegated Design/Engineering Cost \$ _____
 2. Panelized Exterior Walls – Backup Panels – (No Finish) \$ _____
 3. Panelized Exterior Walls – EIFS Finish \$ _____
 4. Panelized Exterior Walls – Wood Grain Plank Finish \$ _____
 5. Panelized Exterior Walls – Metal & Composite Metal Panel Finish \$ _____
 6. Field-Constructed Walls & Finishes \$ _____
(EIFS, Wood Grain Planks, Metal Panels, and Composite Metal Panels)
 7. Soffits \$ _____
 8. Hoisting \$ _____
-

BASE BID (including sales tax): \$ _____

ALTERNATE PRICES

1. ADD ALTERNATE No. 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. Panel Assembly Support to GFRC \$ _____/SF
2. Panel Assembly Support to EIFS \$ _____/SF

- | | | |
|-----|---|-----------------|
| 3. | EIFS Finish System | \$_____ /SF |
| 4. | Panel Assembly to Support CIFS | \$_____ /SF |
| 5. | CIFS Finish System | \$_____ /SF |
| 6. | Panel Assembly Support to Metal Panels | \$_____ /SF |
| 7. | Metal Panel Cladding | \$_____ /SF |
| 8. | Soffit Finish (DAFS) | \$_____ /SF |
| 9. | Air Barrier | \$_____ /SF |
| 10. | Exterior Joint Sealants | \$_____ /LF |
| 11. | Rigid Insulation | \$_____ /SF |
| 12. | Batt Insulation | \$_____ /SF |
| 13. | Exterior Studs | \$_____ /LF |
| 14. | Sheathing | \$_____ /SF |
| 15. | Project Manager (labor and burden, all-in) | \$_____ /HR |
| 16. | Superintendent (labor and burden, all-in) | \$_____ /HR |
| 17. | Hourly Labor Shop (labor and burden, all-in) | \$_____ /HR |
| 18. | Hourly Labor Field (labor and burden, all-in) | \$_____ /HR |
| 19. | Other: _____ | \$_____ / _____ |
| 20. | Other: _____ | \$_____ / _____ |

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 1-08C BID FORM LEGENDS RESORT & CASINO

EXTERIOR GLAZING & UNITIZED CURTAINWALL SCOPE

Submitted by:

Name / Company / Date

SUBMIT TO: BP1_08C.46twjkn2ib3xukf@u.box.com

The following Documents constitute the basis for the work:

- **95% Construction Documents Progress Plans** as prepared by HBG Design dated June 6, 2023.
- **95% Construction Documents Progress Project Manual** as prepared by HBG Design dated June 6, 2023.
- ~~**50% CD Progress Plans** as prepared by HBG Design dated April 4, 2023.~~
- ~~**Work Package 001 Progress Plans** as prepared by HBG Design dated April 4, 2023 (for reference and coordination).~~
- ~~**Design Development Package Plans** as prepared by HBG Design dated January 10, 2023 (for reference and coordination).~~
- ~~**50% CD Progress Project Manual** as prepared by HBG Design dated April 4, 2023.~~
- ~~**Work Package 001 Progress Project Manual** as prepared by HBG Design dated April 4, 2023 (for reference and coordination).~~
- ~~**Design Development Package Project Manual** as prepared by HBG Design dated January 10, 2023 (for reference and coordination).~~
- **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 07 92 00 Joint Sealants (as applicable)
 - Section 08 41 13 Aluminum-Framed Entrances and Storefronts
 - Section 08 41 26 All-Glass Entrances and Storefronts
 - Section 08 42 29 Sliding Automatic Entrances
 - Section 08 44 13 Glazed Aluminum Curtain Walls
 - Section 08 80 00 Glazing
 - Section 08 71 00 Door Hardware (as applicable) Reference DD Project Manual
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. Furnish and install all glazed aluminum curtain wall as shown and specified. System to be a thermally broken aluminum curtain wall framing, glazed with insulating vision glass, 4-side capture systems.
 - Kawneer 2500 UT Unitized System is basis of design manufacturer. Subject to compliance with the Contract Documents, sources of comparable products are acceptable. Shop assembled unitized construction with 4 side captured and 2 side structural glazed.
 - a) CW-1: 1600 Wall Systems with framing dimensions of 2½" by 7½". Framing finish to be black anodized with mullion cap clear anodized.
 - b) CW-2: 1600 Wall Systems with framing dimensions of 2½" by 10½". Framing finish to be black anodized with mullion cap clear anodized
 - General Performance: comply with performance requirements specified as determined by testing of glazed aluminum curtainwall representing those indicated for this project without failure due to defective manufacturing, fabrication and installation.
 - Glazed curtainwall shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 - Provide curtainwall system including anchorage capable of withstanding wind load's as indicated on drawings.
 - Deflection of the framing members shall be as specified.
 - Structural tests per code requirements and ASTM E330.
 - Air infiltration rates per code requirements and ASTM E283
 - Water penetration under Static Pressure per code requirements and ASTM E331.
 - Water penetration under Dynamic Pressure per code requirements and AAMA 501.1.
 - Seismic Performance: Glazed aluminum curtain walls shall withstand the effects of earthquake motions determined according to ASCE/SEI Uniform load per code requirements and ASTM E 330.
 - Energy Performance: Certify and label energy performance as follows: Thermal Transmittance (U-Factor): When tested to AAMA 1503, the thermal transmittance(U-Factor) shall not be more than 0.63 (with clear glass). Condensation Resistance (CRF): When tested to AAMA 1503, the condensation resistance factor shall not be less than 66 (for the frame).
 - Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes as specified.
 - Aluminum extrusions of Alloy and temper to be as recommended by manufacturer and to meet strength, corrosion resistance and application of required finish complying with ASTB B221.
 - Aluminum sheet alloy shall meet the requirements of ASTM B209.
 - Structural extrusion profiles to meet ASTM B308.
 - Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.
 - Pressure Caps: Manufacturer's standard aluminum components that mechanically retain glazing. Include snap-on aluminum trim that conceals fasteners.
 - Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
 - Fasteners shall be manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials. Provide 300-series stainless-steel fasteners in all curtain wall system wet zones. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration. Reinforce members as required to receive fastener threads. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.

- Anchors: 3-way adjustable anchors with adjustment of no less than 1 inch, that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer. Concrete and masonry inserts shall comply with ASTM A 123 or ASTM A 153.
 - Concealed Flashing: Dead-soft, 0.018-inch-thick stainless steel, ASTM A 240 or Dow DOWSIL 123 silicone sheet, as recommended by curtain wall system manufacture.
 - Sealants required with fabricated window wall system, provide permanently elastic, non-shrinking, and non-migrating silicone sealant for joint size and movement per sealant manufacturer's directions.
 - Dissimilar Material Separator: Provide cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil thickness per coat or 1/16-inch thick multipolymer plastic "Korolath Shims", full face. Gaskets to meet requirements of ASTM C864.
 - Fabrication as specified to include all component resistance to water penetration and for assuming using manufacturer's standard assembly method.
 - Aluminum finishes complying with system established by the Aluminum Association for designating finishes. Anodizing to comply with AAMA 611 Class I or AAMA 612 with electrodeposition organic seal. Color: Clear and Black.
 - Field Testing to be conducted as soon as a representative portion of the project has been installed, glazed, perimeter caulked and cured in accordance with manufacturer's instructions. Testing agency is to be engaged by Owner and will testing for water penetration according to AAMA 501.2 and complying with ASTM E 1105.
2. Delegated Design of glazed aluminum curtainwall, including comprehensive engineering analysis by a qualified professional Engineer, using performance requirements and design criteria indicated.
 3. Furnish and install all exterior entrances and storefronts, glazed curtain walls, all-glass entrances, and glazing.
 4. Provide and install all Aluminum Unitized Curtainwall Systems complete including design, engineering, detailing, fabrication, delivery, and unloading as shown in the Contract Documents, unless specifically excluded. Scope includes, but is not limited to:
 - Engineer Stamped Structural Drawings and Calculations for the State of Arkansas.
 - Furnishing and Installation of all Aluminum Curtainwall System as indicated by the drawings at the Casino, Hotel, and Event Center.
 - Furnishing and Installation of glazing by type as specified. Exterior glass types as listed below:
 - a) GL-1 Low -E coated, insulating glass. Basis of design Viracon VRE1-38 on clear. 1" thick.
 - b) GL-2 Low-E Coated, insulating glass. Basis of design Vitro Solarban R100 on clear. 1" thick.
 - c) GL-3 spandrel glass. Ceramic-coated or silicone-coated, insulating spandrel glass. Basis of design Viracon VRE1-38 on clear.
 - d) GL-4 spandrel glass. Ceramic-coated or silicone-coated frosted insulating spandrel glass. Basis of design Vitro R100 on clear.
 - Unitized curtain wall system includes mullion mounted exterior strip lighting. Contractor required coordination for this work.
 - Furnish and installation of all perimeter caulking of aluminum framing systems as per joint sealant and curtain wall system specifications.
 - All Steel Kickers as required for Curtainwall.
 - All Embeds and Anchorage.
 - Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
 5. Furnish and install aluminum-framed entrances and storefronts, and storefront hardware required for a complete assembly (electrical connection and access control by others) including design,

engineering, detailing, fabrication, delivery, and unloading as shown in the Contract Documents, unless specifically excluded. Scope includes, but is not limited to:

- Thermally broken aluminum storefront framing, glazed with insulating vision glass.
 - Glazed aluminum storefront entrance doors installed in storefront and curtainwall systems.
 - Nonthermal aluminum framing, glazed with vision glass.
 - Electrical strikes, panics, pulls, mag locks, closers, pivots, etc. included in this scope.
 - Delegate exterior storefront system design to manufacturer licensed Professional Engineer.
 - Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - Exterior storefront Basis of design is Kawneer Trifab VersaGlaze 451.
 - Framing members as specified to be thermally broken. Retained mechanical with gaskets (4) sides. Front plane glazing. SF-1 to be black anodized; SF-2 to be clear anodized.
 - Includes any exterior and interior vestibule entrances.
6. Furnish and install all-glass entrances and storefronts, and hardware required for a complete assembly (electrical connection and access control by others) including design, engineering, detailing, fabrication, delivery, and unloading as shown in the Contract Documents, unless specifically excluded. Scope includes, but is not limited to:
- Shop fabricated prefinished all-glass storefront system, including integral entrances, with supplementary internal support framing if required, glass and glazing, related flashings, anchorage and attachment devices.
 - Entrance Door Operation: Manually operated with security system and hardware as specified in Section 08 71 00 and as indicated on Drawings.
 - Includes any exterior and interior vestibule entrances.
7. Furnish and install sliding automatic entrances as required for a complete assembly (electrical connection and access control by others) including design, engineering, detailing, fabrication, delivery, and unloading as shown in the Contract Documents, unless specifically excluded. Scope includes, but is not limited to:
- Glazed aluminum-framed sliding bi-parting, telescoping entrances with full breakout, installed in storefront system.
 - Basis-of-Design Manufacturer: Design is based on Dura-Glide Series 2000 by Stanley Access Technologies.
 - Includes any exterior and interior vestibule entrances.
8. Furnish and install of interior floor closer metal at slab edges, as required.
9. Furnishing and install of Slab Edge Firesafing at Curtain Wall Systems.
10. Furnish and install any miscellaneous steel supports, brackets and embeds required for this work.
11. Installation of brackets or embeds cast in concrete will be provided by others. This Subcontractor will be responsible for furnishing these materials unless specifically excluded herein. Embeds shall be delivered in a timely fashion so as not to delay the concrete schedule.
12. Perimeter caulking of aluminum framing systems.
13. Mock-up as specified. Project to build an integrated exterior mockup to verify selections made under Sample submittals and to demonstrate conformance to performance requirements and aesthetic effects, and to set quality standards for fabrication and installation.
14. BIM coordination and Design Assist with Architects and Engineers as required.
15. Provide galvanized steel where required by the Contract Documents.
16. Contract will require consistent and substantive engagement in providing preconstruction (delegated design) services including:
- Design coordination meeting attendance, as requested, but no fewer than once every two (2) weeks.
 - Review of developing contract documents.
 - Confirmation of the design's conformance to GMP assumptions.

- Analysis and feedback on schedule, availability and constructability of equipment and systems.
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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. Field Testing of Unitized Curtain Wall. To be facilitated by Owner with a qualified testing agency.
2. Final Clean.
3. LED Light Fixtures.
4. Power for Automatic Entrances.
5. Soundproofing or infill of any kind at demising wall gaps required for deflection.

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. | Unitized Curtain Wall | \$ _____ |
| 2. | Delegated Design Engineering/Shop Drawings | \$ _____ |
| 3. | Exterior/Interior Entrances & Storefronts | \$ _____ |
| 4. | Sliding Automatic Entrances | \$ _____ |

5. Mock-Up (Onsite) \$ _____

BASE BID (including sales tax): \$ _____

ALTERNATE PRICES

1. ADD ALTERNATE No. 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. Extrusions and Framing | \$ _____/LF |
| 2. Exterior Glazing | \$ _____/SF |
| 3. Spandrel Glass | \$ _____/SF |
| 4. Joint Sealants | \$ _____/LF |
| 5. Glass Entrance | \$ _____/Leaf |
| 6. Aluminum Entrance Hardware | \$ _____/Pair |
| 7. Hourly Labor Shop | \$ _____/HR |
| 8. Hourly Labor Field | \$ _____/HR |
| 9. Other: _____ | \$ _____/_____ |

10. Other: _____ \$ _____ / _____

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 _____

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>
_____	_____	_____
_____	_____	_____

<u>Line of Credit:</u>	<u>Unused Line of Credit:</u>	<u>Expiration Date:</u>
_____	_____	_____

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	_____	Year	_____	Year	_____
	\$		\$		\$
	_____		_____		_____
	_____ % bonded		_____ % bonded		_____ % 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 _____
 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 Exhibit "C" 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 All _____ in accordance with the Contract Documents defined in Exhibit "A".

I. SUBCONTRACT AMOUNT:

**CDI SUBCONTRACT LEGENDS
VERSION FORTHCOMING IN
ADDENDUM.**

TOTAL SUBCONTRACT AMOUNT _____

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.)

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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 Exhibit "A" 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 Exhibit "A". 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.

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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:** Subcontract 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

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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.

- (X) 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.

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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 _____ 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.**

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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.

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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.

DRAFT

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

DRAFT

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
		Furnish all <<For>> in accordance with Contract Documents defined in <u>Exhibit "A"</u> .			
		<u>RECAP:</u>			
1			00-010515-000-Z1010-00-OTH		
1			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

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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 CDI 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

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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.

Contractor Controlled Insurance Program

Reservation of Rights to Implement Contractor Controlled Insurance Program

- a) Pursuant to the terms of the Agreement, Contractor and all Subcontractors are required to obtain and maintain certain insurance coverages, as specified in the Agreement. CDI hereby reserves the right to modify the insurance requirements set forth in the Agreement, including but not limited to reserving the right to implement a Contractor Controlled Insurance Program ("CCIP") for the Project.
- b) In the event a CCIP is implemented, the DCIP will provide certain specified insurance coverages for Owner, and any Contractor or Subcontractor working on the Project who are eligible for, and are properly enrolled in the CCIP. The insurance coverages that may potentially be included in the CCIP include, but are not limited to, workers compensation insurance, commercial general liability insurance, and excess liability insurance. The selection of insurance coverages that may be included in the CCIP, and the limits, terms, and conditions of coverage, shall be established by CDI, in its sole discretion. The coverages

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

INSURANCE REQUIREMENTS

Included in the CCIP will be identified by CDI, in writing, if and when CDI decides to implement a CCIP for the Project.

- c) In the event a CCIP is implemented, any Subcontractor eligible for the CCIP shall be required to enroll in the DCIP. As part of the DCIP enrollment process, Subcontractor shall be required to provide information to Owner, or its agents, sufficient to enable CDI to determine the Subcontractor's reduction in insurance costs due to enrollment in the CCIP. In order to enroll in the CCIP, any eligible Subcontractor will be required to accept an insurance credit, either by accepting a deductive credit to their contract price, or by agreeing to exclude from their contract price an amount equal to their reduction insurance costs due to enrollment in the CCIP. The methodology and procedures for identifying the insurance credit, and enrolling in the CCIP, will be established in writing, by CDO if and when a CCIP is implemented.
- d) In the event a CCIP is implemented, all Subcontractors will still be required to maintain other insurance coverages that are not provided under the CCIP. For example, Subcontractor will generally still be required to maintain off-site workers compensation, off-site commercial general liability, and commercial automobile liability insurance consistent with the terms of the Agreement, or as further directed by CDI.

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>General:</u>		
G-0001	Cover Sheet	June 6, 2023
G-0020	Drawing List	June 6, 2023
G-0021	Drawing List	June 6, 2023
G-0030	Abbreviations, Symbols, Sheet Numbering	June 6, 2023
G-0040	Accessibility Standards	June 6, 2023
G-0041	Accessibility Standards	June 6, 2023
G-0050	Interior Device Color Schedule	June 6, 2023
G-0051	Interior Device Color Schedule	June 6, 2023
<u>Life Safety:</u>		
LS-0010	Code Analysis	June 6, 2023
LS-0020	Occupant Load and Exit Analysis	June 6, 2023
LS-1000	Life Safety Site Plan	June 6, 2023
LS-1100	Life Safety Plan – Level 1	June 6, 2023
LS-1200	Life Safety Plan – Level 2	June 6, 2023
LS-1300	Life Safety – Guestroom Levels	June 6, 2023
<u>Architectural General:</u>		
AG-0001	Architectural Site Plan	June 6, 2023
AG-1100	Architectural Reference Plan – Level 1	June 6, 2023
AG-1101	Architectural Reference Plan – Access Floor Extent	June 6, 2023
AG-1200	Architectural Reference Plan – Level 2	June 6, 2023
AG-1900	Roof Plan - Overall	June 6, 2023
<u>Structural:</u>		
S-0001	Abbreviations and Legend	June 6, 2023
S-0002	General Structural Notes	June 6, 2023
S-0003	Special Inspection Tables	June 6, 2023
S-1100	Overall Foundation-Bore Locations	June 6, 2023
S-1110	Foundation Plan - Level 1 - Area A	June 6, 2023
S-1120	Foundation Plan - Level 1 - Area B & H	June 6, 2023
S-1130	Foundation Plan - Level 1 - Area C	June 6, 2023
S-1140	Foundation Plan - Level 1 - Area D	June 6, 2023
S-1150	Foundation Plan - Level 1 - Area E	June 6, 2023
S-1160	Foundation Plan - Level 1 - Area F	June 6, 2023
S-1170	Foundation Plan - Level 01 - Area H	June 6, 2023
S-1220	Floor Framing Plan - Level 2 - Area B	June 6, 2023
S-1250	Floor and Low Roof Framing Plan - Level 2 - Area E	June 6, 2023
S-1270	Floor Slab Plan and Roof Framing Plan - Level 02 - Area H & P	June 6, 2023
S-1271	Floor Framing Plan - Level 02 - Area H	June 6, 2023
S-1310	Roof Framing Plan - Level Roof - Area A	June 6, 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-1320	Roof Framing Plan - Level Roof - Area B	June 6, 2023
S-1330	Roof Framing Plans - Level Roof - Area C	June 6, 2023
S-1340	Roof Framing Plan - Level Roof - Area D	June 6, 2023
S-1350	Roof Framing Plan - Level Roof - Area E	June 6, 2023
S-1360	Roof Framing Plan - Level Roof - Area F	June 6, 2023
S-1361	Event Center Rigging Plan - Level Roof - Area F	June 6, 2023
S-1370	Floor Slab Plans - Level 03 - Area H	June 6, 2023
S-1470	Floor Slab Plans - Level 04 - Area H	June 6, 2023
S-1471	Floor Slab Plans - Level 05 - Area H	June 6, 2023
S-1472	Floor Slab Plans - Level 06 - Area H	June 6, 2023
S-1770	Floor Slab Plans - Level 07 - Area H	June 6, 2023
S-1771	Floor Slab Plans - Level 08 - Area H	June 6, 2023
S-1772	Floor Slab Plans - Level 09 - Area H	June 6, 2023
S-1870	Floor Slab Plans - Level 10 - Area H	June 6, 2023
S-1970	Floor Slab Plans - Level 11 - Area H	June 6, 2023
S-1971	Roof And High Roof Framing Plans - Level Roof - Area H	June 6, 2023
S-2011	Concrete Shearwall Elevations	June 6, 2023
S-2012	Concrete Shearwall & Misc Elevations	June 6, 2023
S-3011	Building Sections	June 6, 2023
S-3012	Building Sections	June 6, 2023
S-3013	Building Sections	June 6, 2023
S-3014	Building Sections	June 6, 2023
S-3015	Building Sections	June 6, 2023
S-3016	Building Sections	June 6, 2023
S-3017	Building Sections	June 6, 2023
S-3018	Building Sections	June 6, 2023
S-3110	Deep Foundation Sections	June 6, 2023
S-3111	Foundation Sections	June 6, 2023
S-3112	Foundation Sections	June 6, 2023
S-3211	Floor Framing Sections	June 6, 2023
S-3311	Roof Framing Sections	June 6, 2023
S-3312	Roof Framing Sections	June 6, 2023
S-3313	Roof Framing Sections	June 6, 2023
S-3314	Roof Framing Sections	June 6, 2023
S-4010	Enlarged Plans	June 6, 2023
S-4011	Enlarged Plan	June 6, 2023
S-4012	Enlarged Plans	June 6, 2023
S-4020	Enlarged Stair Plans	June 6, 2023
S-4021	Enlarged Plans	June 6, 2023
S-4022	Enlarged Plans	June 6, 2023
S-5110	Typical Foundation Details	June 6, 2023
S-5111	Deep Foundation Details	June 6, 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-5210	Concrete Framing Details	June 6, 2023
S-5310	Masonry Framing Sections And Details	June 6, 2023
S-5410	Steel Details	June 6, 2023
S-5411	Steel Details	June 6, 2023
S-5420	Steel Joist Details & Truss Elevations	June 6, 2023
S-5421	Truss Connection Details	June 6, 2023
S-5610	Vertical Circulation Sections And Details	June 6, 2023
S-5611	Typical Vertical Circulation Details	June 6, 2023
S-6001	Schedules	June 6, 2023
S-6002	Schedules	June 6, 2023
S-7011	Typical Concrete Details	June 6, 2023
S-7031	Typical Masonry Details	June 6, 2023
S-7041	Typical Post Tensioned Sections And Details	June 6, 2023
S-7310	Typical Cold-Formed Details	June 6, 2023
S-7410	Typical Steel Details	June 6, 2023
S-7420	Typical Steel Details	June 6, 2023

Architectural Edge:

AE-1110	Architectural Edge Plan - Level 1 - Area A	June 6, 2023
AE-1120	Architectural Edge Plan - Level 1 - Area B	June 6, 2023
AE-1130	Architectural Edge Plan - Level 1 - Area C	June 6, 2023
AE-1140	Architectural Edge Plan - Level 1 - Area D	June 6, 2023
AE-1150	Architectural Edge Plan - Level 1 - Area E	June 6, 2023
AE-1160	Architectural Edge Plan - Level 1 - Area F	June 6, 2023
AE-1280	Architectural Edge Plan - Level 2 - Area H	June 6, 2023
AE-1380	Architectural Edge Plans - Levels 3 and 4 - Area H	June 6, 2023
AE-1480	Architectural Edge Plan - Level 11 - Area H	June 6, 2023
AE-1980	Architectural Edge Plan - Level 12 (Roof) - Area H	June 6, 2023
AE-3400	Enlarged Architectural Edge Plan - Edge Bar	June 6, 2023

Architectural:

A-0010	General Notes, Legends & BOH Finish Schedule	June 6, 2023
A-1110	Floor Plan - Level 1 - Area A	June 6, 2023
A-1112	Finish Floor Plan - Level 1 - Area A	June 6, 2023
A-1120	Floor Plan - Level 1 - Area B	June 6, 2023
A-1122	Finish Floor Plan - Level 1 - Area B	June 6, 2023
A-1130	Floor Plan - Level 1 - Area C	June 6, 2023
A-1132	Finish Floor Plan - Level 1 - Area C	June 6, 2023
A-1140	Floor Plan - Level 1 - Area D	June 6, 2023
A-1142	Finish Floor Plan - Level 1 - Area D	June 6, 2023
A-1150	Floor Plan - Level 1 - Area E	June 6, 2023
A-1152	Finish Floor Plan - Level 1 - Area E	June 6, 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>
A-1160	Floor Plan - Level 1 - Area F	June 6, 2023
A-1162	Finish Floor Plan - Level 1 - Area F	June 6, 2023
A-1280	Floor Plan - Level 2 - Area H	June 6, 2023
A-1281	Finish Floor Plan - Level 2 - Area H	June 6, 2023
A-1380	Floor Plans - Level 3 and 4 - Area H	June 6, 2023
A-1480	Floor Plans - Level 5 & 11 - Area H	June 6, 2023
A-1910	Roof Plan - Area A	June 6, 2023
A-1920	Roof Plan - Area B	June 6, 2023
A-1930	Roof Plan - Area C	June 6, 2023
A-1940	Roof Plan - Area D	June 6, 2023
A-1950	Roof Plan - Area E	June 6, 2023
A-1960	Roof Plan - Area F	June 6, 2023
A-1980	Roof Plan - Area H	June 6, 2023
A-2110	RCP - Level 1 - Area A	June 6, 2023
A-2120	RCP - Level 1 - Area B	June 6, 2023
A-2130	RCP - Level 1 - Area C	June 6, 2023
A-2140	RCP - Level 1 - Area D	June 6, 2023
A-2150	RCP - Level 1 - Area E	June 6, 2023
A-2160	RCP - Level 1 - Area F	June 6, 2023
A-2280	RCP - Level 2 - Area H	June 6, 2023
A-2380	RCP - Level 3 & 4- Area H	June 6, 2023
A-2480	RCP - Level 5 and Level 11 - Area H	June 6, 2023
A-3000	Enlarged Floor Plans & Sections - Stair HS-1	June 6, 2023
A-3001	Enlarged Floor Plans & Sections - Stair HS-2	June 6, 2023
A-3002	Enlarged Sections - Hotel Elevator Core	June 6, 2023
A-3003	Enlarged Plans & Sections - Edge Bar Stair / Elevator	June 6, 2023
A-3004	Enlarged Floor Plans & Sections - BOH Stair & Elevator	June 6, 2023
A-3008	Stair Details	June 6, 2023
A-3009	Elevator / Linen Chute Details	June 6, 2023
A-3010	Porte Cochere Floor Plan, Finish Plan, RCP, Roof Plan	June 6, 2023
A-3011	Pool Equipment Building	June 6, 2023
A-3012	Pre-Manufactured Guard Station	June 6, 2023
A-3013	Pre-Manufactured Metal Canopies	June 6, 2023
A-3014	Pre-Manufactured Metal Canopies	June 6, 2023
A-3110	Enlarged Floor Plan - Central Kitchen, EDR	June 6, 2023
A-3112	Enlarged RCP - Central Kitchen, EDR	June 6, 2023
A-3120	Enlarged Floor Plan - Steakhouse Kitchen	June 6, 2023
A-3130	Enlarged Floor Plan - BOH Restrooms	June 6, 2023
A-3131	Enlarged Floor Plan - BOH Restrooms	June 6, 2023
A-3210	Enlarged Plans - Player Services	June 6, 2023
A-3220	Enlarged Floor Plan - High Limit	June 6, 2023
A-3221	Enlarged Finish Floor Plan - High Limit	June 6, 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>
A-3222	Enlarged RCP - High Limit	June 6, 2023
A-3230	Enlarged Floor and Finish Plan - Poker Room	June 6, 2023
A-3232	Enlarged RCP - Poker Room	June 6, 2023
A-3300	Enlarged Floor Plans - FOH Restrooms	June 6, 2023
A-3301	Enlarged Finish Floor Plans - FOH Restrooms	June 6, 2023
A-3302	Enlarged RCP's - FOH Restrooms	June 6, 2023
A-3303	Enlarged Accessory Plans - FOH Restrooms	June 6, 2023
A-3304	Enlarged Plans - Vestibule, Security/ EMT, E Room, Bev Station	June 6, 2023
A-3400	Enlarged Floor Plan - Edge Bar	June 6, 2023
A-3401	Enlarged Finish Floor Plan - Edge Bar	June 6, 2023
A-3402	Enlarged RCP - Edge Bar Setout	June 6, 2023
A-3403	Enlarged RCP - Edge Bar	June 6, 2023
A-3410	Enlarged Floor Plan - Steakhouse	June 6, 2023
A-3411	Enlarged Finish Floor Plan & Accessory Plan - Steakhouse	June 6, 2023
A-3412	Enlarged RCP - Steakhouse	June 6, 2023
A-3420	Enlarged Floor Plan - Sportsbook	June 6, 2023
A-3421	Enlarged Finish Floor Plan - Sportsbook	June 6, 2023
A-3422	Enlarged RCP - Sportsbook	June 6, 2023
A-3430	Enlarged Floor Plan - Food Hall	June 6, 2023
A-3431	Enlarged Finish Floor Plan - Food Hall	June 6, 2023
A-3432	Enlarged RCP - Food Hall	June 6, 2023
A-3500	Enlarged Floor Plan - Prefunction Bar, Pool Bar	June 6, 2023
A-3501	Enlarged Finish Floor Plan - Prefunction Bar, Pool Bar	June 6, 2023
A-3502	Enlarged RCP - Prefunction, Prefunction Bar, Pool Bar	June 6, 2023
A-3510	Enlarged Floor Plan - Event Center	June 6, 2023
A-3511	Enlarged Finish Plan - Event Center	June 6, 2023
A-3512	Enlarged RCP - Event Center	June 6, 2023
A-3520	Enlarged Floor Plans - Green Room	June 6, 2023
A-3600	Enlarged Floor Plan - Spa and Fitness Center	June 6, 2023
A-3601	Enlarged RCP - Spa and Fitness Center	June 6, 2023
A-3800	Enlarged Floor Plan - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-3801	Enlarged Finish Floor Plan - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-3802	Enlarged RCP - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-3803	Enlarged Floor Plan - Hotel Lobby Concourse	June 6, 2023
A-3804	Enlarged Finish Floor Plan - Hotel Lobby Concourse	June 6, 2023
A-3805	Enlarged RCP - Hotel Lobby Concourse	June 6, 2023
A-3830	Enlarged Plans - Banquet Sales and Business Center	June 6, 2023
A-3900	Guestroom Standards and General Notes	June 6, 2023
A-3901	Guestroom Accessibility Code Requirement Summary	June 6, 2023
A-3902	Guestroom Distribution Plans and Guestroom Matrix	June 6, 2023
A-3903	Enlarged Floor Plan - Elevators and Lobby	June 6, 2023
A-3904	Enlarged Floor Plan - Elevators and Lobby	June 6, 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>
A-3909	Enlarged Hotel Corridor Plans and Details	June 6, 2023
A-3910	Enlarged Guestroom Plans - King / King AGRS	June 6, 2023
A-3911	Enlarged Guestroom Plans - Queen / Queen AGRS	June 6, 2023
A-3920	Enlarged Guestroom Plans - Junior Suite / Junior Suite AGRS	June 6, 2023
A-3921	Enlarged Guestroom Plans - 2 Bay Suite / 2 Bay Suite AGRS	June 6, 2023
A-3930	Bathroom Plans & Elevations-Typ AGRS/Jr Suite Jr Suite AGRS	June 6, 2023
A-3931	Bathroom Plans & Elevations - 2 Bay Suite / 2 Bay Suite AGRS	June 6, 2023
A-3940	Enlarged Guestroom Elevations	June 6, 2023
A-3941	Enlarged Guestroom Elevations	June 6, 2023
A-3960	Details - Guestrooms	June 6, 2023
A-3961	Details - Guestrooms	June 6, 2023
A-3962	Details - Guestroom Casework	June 6, 2023
A-4000	Exterior Elevations - Overall	June 6, 2023
A-4001	Exterior Elevations - Overall	June 6, 2023
A-4002	Exterior Elevations - Overall	June 6, 2023
A-4010	Exterior Elevations	June 6, 2023
A-4011	Exterior Elevations	June 6, 2023
A-4012	Exterior Elevations	June 6, 2023
A-4013	Exterior Elevations	June 6, 2023
A-4014	Exterior Elevations	June 6, 2023
A-4015	Exterior Elevations	June 6, 2023
A-4016	Exterior Elevations	June 6, 2023
A-4017	GFRC Panel Elevation Layout	June 6, 2023
A-4018	GFRC Panel Elevation Layout	June 6, 2023
A-4019	GFRC Panel Elevation Layout	June 6, 2023
A-4020	GFRC Panel Elevation Layout	June 6, 2023
A-4021	GFRC Panel Elevation Layout	June 6, 2023
A-4022	GFRC Panel Elevation Layout	June 6, 2023
A-4050	Interior Elevations - Typical Wall Schedule	June 6, 2023
A-4100	Interior Elevations - Back of House - Restrooms	June 6, 2023
A-4101	Interior Elevations - Back of House	June 6, 2023
A-4102	Interior Elevations - Back of House	June 6, 2023
A-4200	Interior Elevations - Typical Gaming	June 6, 2023
A-4210	Interior Elevations - Player Services	June 6, 2023
A-4220	Interior Elevations - High Limit	June 6, 2023
A-4221	Interior Elevations - High Limit	June 6, 2023
A-4230	Interior Elevations - Poker Room	June 6, 2023
A-4231	Interior Elevations - Poker Room	June 6, 2023
A-4300	Interior Elevations - FOH Restrooms	June 6, 2023
A-4301	Interior Elevations - FOH Restrooms	June 6, 2023
A-4400	Interior Elevations - Edge Bar	June 6, 2023
A-4410	Interior Elevations - Steakhouse	June 6, 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>
A-4411	Interior Elevations - Steakhouse	June 6, 2023
A-4420	Interior Elevations - Sportsbook	June 6, 2023
A-4421	Interior Elevations - Sportsbook	June 6, 2023
A-4430	Interior Elevations - Food Hall	June 6, 2023
A-4431	Interior Elevations - Food Hall	June 6, 2023
A-4432	Interior Elevations - Food Hall	June 6, 2023
A-4433	Interior Elevations - Food Hall	June 6, 2023
A-4500	Interior Elevations - Prefunction	June 6, 2023
A-4501	Interior Elevations - Prefunction, Prefunction Bar	June 6, 2023
A-4502	Interior Elevations - Service Bar, Vestibule	June 6, 2023
A-4510	Interior Elevations - Event Center	June 6, 2023
A-4511	Interior Elevations - Event Center	June 6, 2023
A-4512	Interior Elevations - Event Center	June 6, 2023
A-4520	Interior Elevations - Green Room	June 6, 2023
A-4600	Interior Elevations - Spa and Fitness Center	June 6, 2023
A-4700	Interior Elevations - Pool Bar	June 6, 2023
A-4800	Interior Elevations - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-4801	Interior Elevations - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-4802	Interior Elevations - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-4803	Interior Elevations - Hotel Lobby - Concourse	June 6, 2023
A-4900	Enlarged Corridor/Lobby Elevations	June 6, 2023
A-4901	Enlarged Corridor/Lobby Details	June 6, 2023
A-5000	Building Sections	June 6, 2023
A-5001	Building Sections	June 6, 2023
A-5010	Wall Sections - Exterior	June 6, 2023
A-5011	Wall Sections - Exterior	June 6, 2023
A-5012	Wall Sections - Exterior	June 6, 2023
A-5013	Wall Sections - Exterior	June 6, 2023
A-5014	Wall Sections - Exterior	June 6, 2023
A-5015	Wall Sections - Exterior	June 6, 2023
A-5016	Wall Sections - Exterior	June 6, 2023
A-5017	Wall Sections - Exterior	June 6, 2023
A-5018	Wall Sections - Exterior	June 6, 2023
A-5019	Wall Sections - Exterior	June 6, 2023
A-5020	Wall Sections - Exterior	June 6, 2023
A-5021	Wall Sections - Exterior	June 6, 2023
A-5022	Wall Sections - Exterior	June 6, 2023
A-5023	Wall Sections - Exterior	June 6, 2023
A-5050	Section Details - Exterior	June 6, 2023
A-5051	Section Details - Exterior	June 6, 2023
A-5052	Section Details - Exterior	June 6, 2023
A-5053	Section Details - Exterior	June 6, 2023

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A-5055	Section Details - Exterior	June 6, 2023
A-5056	Section Details - Exterior	June 6, 2023
A-5057	Section Details - Exterior	June 6, 2023
A-6000	Plan Details - Exterior	June 6, 2023
A-6001	Plan Details - Exterior	June 6, 2023
A-6002	Plan Details - Exterior	June 6, 2023
A-6003	Plan Details - Exterior	June 6, 2023
A-6004	Plan Details - Exterior	June 6, 2023
A-6005	Plan Details - Exterior	June 6, 2023
A-6006	Plan Details - Exterior	June 6, 2023
A-6007	Plan Details - Exterior	June 6, 2023
A-6008	Plan Details - Exterior	June 6, 2023
A-6009	Plan Details - Exterior	June 6, 2023
A-6020	Typical Roof Details	June 6, 2023
A-6021	Typical Roof Details	June 6, 2023
A-6022	Typical Details - Exterior	June 6, 2023
A-6050	Partition Types, Tag Key, Legend, General Notes & Req	June 6, 2023
A-6051	Typical Partition Head Types	June 6, 2023
A-6052	Typical Details - Interior	June 6, 2023
A-6057	Typical Details - Interior	June 6, 2023
A-6100	Details - Back of House	June 6, 2023
A-6200	Details - Typical Gaming	June 6, 2023
A-6210	Details - Player Services	June 6, 2023
A-6220	Details - High Limit	June 6, 2023
A-6230	Details - Poker Room	June 6, 2023
A-6300	Details - FOH Restrooms	June 6, 2023
A-6400	Details - Edge Bar	June 6, 2023
A-6401	Details - Edge Bar	June 6, 2023
A-6402	Details - Edge Bar	June 6, 2023
A-6403	Details - Edge Bar	June 6, 2023
A-6404	Details - Edge Bar	June 6, 2023
A-6405	Details - Edge Bar	June 6, 2023
A-6410	Details - Steakhouse	June 6, 2023
A-6411	Details - Steakhouse	June 6, 2023
A-6412	Details - Steakhouse	June 6, 2023
A-6413	Details - Steakhouse	June 6, 2023
A-6414	Details - Steakhouse	June 6, 2023
A-6420	Details - Sportsbook	June 6, 2023
A-6421	Details - Sportsbook	June 6, 2023
A-6422	Details - Sportsbook	June 6, 2023
A-6430	Details - Food Hall	June 6, 2023

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A-6432	Details - Food Hall	June 6, 2023
A-6433	Details - Food Hall	June 6, 2023
A-6500	Details - Prefunction	June 6, 2023
A-6501	Details - Prefunction	June 6, 2023
A-6502	Details - Prefunction	June 6, 2023
A-6510	Details - Event Center	June 6, 2023
A-6511	Details - Event Center	June 6, 2023
A-6512	Details - Event Center	June 6, 2023
A-6600	Details - Spa	June 6, 2023
A-6610	Details - Fitness Center	June 6, 2023
A-6700	Details - Pool Bar	June 6, 2023
A-6800	Details - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-6801	Details - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-6802	Details - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-6803	Details - Hotel Lobby, Reception, VIP Lounge	June 6, 2023
A-8000	Door Schedule	June 6, 2023
A-8001	Door Schedule	June 6, 2023
A-8010	Door and Frame Types	June 6, 2023
A-8020	Door Details	June 6, 2023
A-8100	Glazing and Opening Elevations	June 6, 2023
A-8101	Glazing and Opening Elevations	June 6, 2023
A-8102	Glazing and Opening Elevations	June 6, 2023
A-8103	Glazing and Opening Elevations	June 6, 2023
A-8104	Glazing and Opening Elevations	June 6, 2023
A-8105	Glazing and Opening Elevations	June 6, 2023
A-8106	Glazing and Opening Elevations - Interior	June 6, 2023
A-8110	Glazing and Opening Details	June 6, 2023
A-8200	Transitions, Wall Protection, and Trim Profiles	June 6, 2023
A-8201	Trim Schedule	June 6, 2023
A-8202	Corner Guard Schedule	June 6, 2023
A-8300	Accessory Schedule	June 6, 2023
<u>Fire Protection:</u>		
FP-0010	Fire Protection Title Sheet	June 6, 2023
FP-0101	Fire Suppression Zone Diagram – Level 1 - Overall	June 6, 2023
FP-0102	Proposed Sprinkler Zones – Level 1 – Overall	June 6, 2023
FP-0111	Fire Suppression Zone Diagram - Level 1 – Area A	June 6, 2023
FP-0121	Fire Suppression Zone Diagram – Level 1 – Area B	June 6, 2023
FP-0131	Fire Suppression Zone Diagram – Level 1 – Area C	June 6, 2023
FP-0141	Fire Suppression Zone Diagram – Level 1 – Area D	June 6, 2023
FP-0151	Fire Suppression Zone Diagram – Level 1 – Area E	June 6, 2023

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FP-0161	Fire Suppression Zone Diagram – Level 1 – Area F	June 6, 2023
FP-0201	Fire Suppression Zone Diagram – Level 2 – Area H	June 6, 2023
FP-0301	Fire Suppression Zone Diagram – Levels 3 & 4 – Area H	June 6, 2023
FP-0901	Fire Suppression Zone Diagram – Level 11 – Area H	June 6, 2023
FP-1100	Fire Protection Site Plan	June 6, 2023
FP-1101	Fire Protection Plan – Level 1 – Overall	June 6, 2023
FP-1201	Fire Protection Plan – Level 2 – Area H	June 6, 2023
FP-1301	Fire Protection Plan – Levels 3 & 4 – Area H	June 6, 2023
FP-1901	Fire Protection Plan – Level 11 – Area H	June 6, 2023
FP-3011	Pool Equipment Building Fire Protection Plan	June 6, 2023
FP-3901	Fire Protection Plan – Enlarged Fire Pump Room	June 6, 2023
FP-6001	Fire Protection Details & Schedules	June 6, 2023
FP-6002	Fire Pump Detail & Schedules	June 6, 2023

Plumbing:

P-0010	Plumbing Title Sheet	June 6, 2023
P-1100	Plumbing Site Utility Plan	June 6, 2023
P-1101	Plumbing Waste Plan – Level 1 – Overall	June 6, 2023
P-1102	Plumbing Supply Plan – Level 1 – Overall	June 6, 2023
P-1111	Plumbing Waste Plan – Level 1 – Area A	June 6, 2023
P-1112	Plumbing Supply Plan – Level 1 – Area A	June 6, 2023
P-1121	Plumbing Waste Plan – Level 1 – Area B	June 6, 2023
P-1122	Plumbing Supply Plan – Level 1 – Area B	June 6, 2023
P-1131	Plumbing Waste Plan – Level 1 – Area C	June 6, 2023
P-1132	Plumbing Supply Plan – Level 1 – Area C	June 6, 2023
P-1141	Plumbing Waste Plan – Level 1 – Area D	June 6, 2023
P-1142	Plumbing Supply Plan – Level 1 – Area D	June 6, 2023
P-1151	Plumbing Waste Plan – Level 1 – Area E	June 6, 2023
P-1152	Plumbing Supply Plan – Level 1 – Area E	June 6, 2023
P-1161	Plumbing Waste Plan – Level 1 – Area F	June 6, 2023
P-1162	Plumbing Supply Plan – Level 1 – Area F	June 6, 2023
P-1201	Hotel Waste & Supply Plan – Level 2 – Area H	June 6, 2023
P-1301	Hotel Waste & Supply Plan – Level 3 – Area H	June 6, 2023
P-1401	Hotel Waste & Supply Plan – Level 4 – Area H	June 6, 2023
P-1501	Hotel Waste & Supply Plan – Level 5 – Area H	June 6, 2023
P-1901	Hotel Waste & Supply Plan – Level 11 – Area H	June 6, 2023
P-1951	Plumbing Roof Plan	June 6, 2023
P-1952	Plumbing Roof Drain Zone Plan – Overall	June 6, 2023
P-1953	Plumbing Roof Drain Plan – Overall	June 6, 2023
P-3010	Porte Cochere – Pool Equipment Building Plumbing Plans	June 6, 2023
P-3101	Chiller & Boiler Plant – Mechanical Yard	June 6, 2023
P-3111	Enlarged Waste Plan – Central Kitchen & Food Hall	June 6, 2023

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P-3402	Enlarged Supply Plan – Edge Bar	June 6, 2023
P-3421	Enlarged Waste Plan – Sports Book	June 6, 2023
P-3422	Enlarged Supply Plan – Sports Book	June 6, 2023
P-3431	Enlarged Waste Plan – Food Hall	June 6, 2023
P-3432	Enlarged Supply Plan – Food Hall	June 6, 2023
P-3451	Enlarged Waste Plan – Prefunction	June 6, 2023
P-3452	Enlarged Supply Plan – Prefunction	June 6, 2023
P-3911	Enlarged Guestroom Plumbing Plans – King - King AGRS	June 6, 2023
P-3921	Enlarged Guestroom Plumbing Plans – Queen-Queen AGRS	June 6, 2023
P-3931	Enlarged Guestroom Plumbing Plans – Jr. Suite	June 6, 2023
P-3932	Enlarged Guestroom Plumbing Plans – Jr. Suite AGRS	June 6, 2023
P-3941	Enlarged Guestroom Plumbing Plans – 2 Bay Suite	June 6, 2023
P-3942	Enlarged Guestroom Plumbing Plans – 2 Bay Suite AGRS	June 6, 2023
P-5001	Plumbing Details	June 6, 2023
P-5002	Plumbing Details	June 6, 2023
P-5003	Siphonic Details	June 6, 2023
P-5004	Siphonic Details	June 6, 2023
P-5005	Siphonic Details	June 6, 2023
P-5006	Siphonic Details	June 6, 2023
P-5007	Siphonic Details	June 6, 2023
P-5008	Siphonic Details	June 6, 2023
P-5009	Siphonic Details	June 6, 2023
P-6001	Plumbing Schedules	June 6, 2023
P-9101	Isometric Diagram – Waste & Vent	June 6, 2023
P-9102	Isometric Diagram – Overall Domestic Water	June 6, 2023
P-9141	Isometric Diagram – Waste & Vent – Area D	June 6, 2023
P-9151	Isometric Diagram – Waste & Vent – Area E	June 6, 2023
P-9301	Isometric Diagram – Gaming Restroom	June 6, 2023
P-9901	Isometric Diagram – Siphonic Roof Drains – RD Zone 1 & 3	June 6, 2023
P-9902	Isometric Diagram – Siphonic Roof Drains – OD Zone 1 & 3	June 6, 2023
P-9903	Isometric Diagram – Siphonic Roof Drains – RD Zone 2 & 4	June 6, 2023
P-9904	Isometric Diagram – Siphonic Roof Drains – OD Zone 2 & 4	June 6, 2023
P-9905	Isometric Diagram – Siphonic Roof Drains – RD Zone 5 & 6	June 6, 2023
P-9906	Isometric Diagram – Siphonic Roof Drains – OD Zone 5 & 6	June 6, 2023
P-9907	Isometric Diagram – Siphonic Roof Drains – RD Zone 7, 10 & 11	June 6, 2023
P-9908	Isometric Diagram – Siphonic Roof Drains – OD Zone 7, 10 & 11	June 6, 2023
P-9909	Isometric Diagram – Siphonic Roof Drains – RD Zone 8 & 9	June 6, 2023
P-9910	Isometric Diagram – Siphonic Roof Drains – OD Zone 8 & 9	June 6, 2023
P-9911	Isometric Diagram – Siphonic Roof Drains – RD Zone 12	June 6, 2023
P-9912	Isometric Diagram – Siphonic Roof Drains – OD Zone 12	June 6, 2023
P-9913	Isometric Diagram – Siphonic Roof Drains – RD Zone 13,14 &15	June 6, 2023

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P-9915	Isometric Diagram – Siphonic Roof Drains – RD Zone 16 & 17	June 6, 2023
P-9916	Isometric Diagram – Siphonic Roof Drains – OD Zone 16 & 17	June 6, 2023
P-9917	Isometric Diagram – Siphonic Roof Drains – RD Zone 18 & 19	June 6, 2023
P-9918	Isometric Diagram - Siphonic Roof Drains – OD Zone 18 & 19	June 6, 2023
P-9919	Isometric Diagram – Siphonic Roof Drains – RD Zone 20,21&22	June 6, 2023
P-9920	Isometric Diagram – Siphonic Roof Drains – OD Zone 20,21&22	June 6, 2023
P-9921	Isometric Diagram – Siphonic Roof Drains – RD Zone 23 & 26	June 6, 2023
P-9922	Isometric Diagram – Siphonic Roof Drains – OD Zone 23 & 26	June 6, 2023
P-9923	Isometric Diagram – Siphonic Roof Drains – RD Zone 24,25 & 27	June 6, 2023
P-9924	Isometric Diagram – Siphonic Roof Drains – OD Zone 24,25 & 27	June 6, 2023
P-9925	Isometric Diagram – Siphonic Roof Drains – RD Zone 28 & 29	June 6, 2023
P-9926	Isometric Diagram – Siphonic Roof Drains – OD Zone 28 & 29	June 6, 2023
P-9927	Isometric Diagram – Siphonic Roof Drains – RD Zone 30,31,32,33	June 6, 2023
P-9928	Isometric Diagram – Siphonic Roof Drains – OD Zone 30,31,32,33	June 6, 2023
P-9929	Isometric Diagram – Siphonic Roof Drains – RD Zone 34 & 35	June 6, 2023
P-9930	Isometric Diagram – Siphonic Roof Drains – OD Zone 34 & 35	June 6, 2023
P-9931	Isometric Diagram – Siphonic Roof Drains – RD Zone 36	June 6, 2023
P-9932	Isometric Diagram – Siphonic Roof Drains – OD Zone 36	June 6, 2023
P-9933	Isometric Diagram – Siphonic Roof Drains – RD Zone 37	June 6, 2023
P-9934	Isometric Diagram – Siphonic Roof Drains – OD Zone 37	June 6, 2023
P-9935	Isometric Diagram – Siphonic Roof Drains – RD Zone 38	June 6, 2023
P-9936	Isometric Diagram – Siphonic Roof Drains – OD Zone 38	June 6, 2023
<u>Mechanical:</u>		
M-0010	HVAC Title Sheet	June 6, 2023
M-0101	HVAC Zone Diagram – Level 1 – Overall	June 6, 2023
M-0112	HVAC Zone Diagram – Level 1 – Area A	June 6, 2023
M-0122	HVAC Zone Diagram – Level 1 – Area B	June 6, 2023
M-0132	HVAC Zone Diagram – Level 1 – Area C	June 6, 2023
M-0142	HVAC Zone Diagram – Level 1 – Area D	June 6, 2023
M-0152	HVAC Zone Diagram – Level 1 – Area E	June 6, 2023
M-0162	HVAC Zone Diagram – Level 1 – Area F	June 6, 2023
M-0201	HVAC Zone Diagram – Level 2 – Area H	June 6, 2023
M-0301	HVAC Zone Diagram – Level 3 & 4 – Area H	June 6, 2023
M-0901	HVAC Zone Diagram – Level 11 – Area H	June 6, 2023
M-1101	HVAC Plan – Level 1 – Overall	June 6, 2023
M-1110	HVAC Plan – Level 1 – Gaming Underfloor	June 6, 2023
M-1111	HVAC Plan – Level 1 – Area A	June 6, 2023
M-1112	Mechanical Piping Plan – Level 1 – Area A	June 6, 2023
M-1121	HVAC Plan – Level 1 – Area B	June 6, 2023
M-1122	Mechanical Piping Plan – Level 1 – Area B	June 6, 2023

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M-1132	Mechanical Piping Plan – Level 1 – Area C	June 6, 2023
M-1141	HVAC Plan – Level 1 – Area D	June 6, 2023
M-1142	Mechanical Piping Plan – Level 1 – Area D	June 6, 2023
M-1151	HVAC Plan – Level 1 - Area E	June 6, 2023
M-1152	Mechanical Piping Plan – Level 1 – Area E	June 6, 2023
M-1161	HVAC Piping Plan – Level 1 – Area F	June 6, 2023
M-1162	Mechanical Piping Plan – Level 1 – Area F	June 6, 2023
M-1201	HVAC Plan – Level 2 – Area H	June 6, 2023
M-1202	Mechanical Piping Plan – Level 2 – Area H	June 6, 2023
M-1301	HVAC Plan – Level 3 & 4 – Area H	June 6, 2023
M-1302	Mechanical Piping Plan – Level 3 & 4 – Area H	June 6, 2023
M-1901	HVAC Plan – Level 11 – Area H	June 6, 2023
M-1902	Mechanical Piping Plan – Level 11 – Area H	June 6, 2023
M-1951	Mechanical Roof Plan	June 6, 2023
M-3010	HVAC Plan – Porte Cochere-Pool Equipment Building	June 6, 2023
M-3101	Chiller & Boiler Plant – Mechanical Yard	June 6, 2023
M-3911	Enlarged Guestroom HVAC & Mechanical Piping Plan – King-King AG – Queen – Queen AG	June 6, 2023
M-3921	Enlarged Guestroom HVAC & Mechanical Piping Plan – Jr Suite – Jr Suite AG	June 6, 2023
M-3931	Enlarged Guestroom HVAC & Mechanical Piping Plan – 2 Bay Suite – 2 Bay Suite AG	June 6, 2023
M-3932	Enlarged HVAC & Mechanical Piping Plan – Mechanical Room	June 6, 2023
M-5001	Mechanical Details	June 6, 2023
M-5002	Mechanical Details	June 6, 2023
M-6001	HVAC Schedules	June 6, 2023
M-6002	HVAC Schedules	June 6, 2023
M-6003	Hydronic Schedules	June 6, 2023
M-6011	Kitchen Hood Exhaust Schedules	June 6, 2023
M-6012	Kitchen Hood Ventilation Schedules	June 6, 2023
M-6013	Kitchen Hood Details	June 6, 2023
M-6014	Kitchen Hood Details	June 6, 2023
M-6015	Kitchen Hood Details	June 6, 2023
M-6016	Kitchen Hood Details	June 6, 2023
M-6017	Kitchen Hood Details	June 6, 2023
M-6018	Kitchen Hood Fire Suppression Schedule	June 6, 2023
M-6019	Kitchen Hood Fire Suppression Schedule	June 6, 2023
M-6020	Kitchen Hood Fire Suppression Details	June 6, 2023
M-6021	Kitchen Hood Fire Suppression Details	June 6, 2023
M-6022	Kitchen Hood Fire Suppression Details	June 6, 2023
M-6023	Kitchen Hood Fire Suppression Details	June 6, 2023

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M-6025	Kitchen Ventilation Equipment Schedules	June 6, 2023
M-6026	Kitchen Ventilation Equipment Schedules	June 6, 2023
M-6027	Kitchen Ventilation Equipment Accessories and Exhaust Fan Details	June 6, 2023
M-6028	Kitchen Exhaust Fan Details – FC-P-L-COLLAR FC-P-R-COLLAR	June 6, 2023
M-6029	Kitchen Exhaust Fan Details – FC-BOH SH- M-LEFT	June 6, 2023
M-6030	Kitchen Exhaust Fan Details – DISH	June 6, 2023
M-6031	Kitchen Ventilation Details-MAU-FC-FOH-MAIN	June 6, 2023
M-6032	Kitchen Ventilation Details-MAU-FC-FOH-PREP	June 6, 2023
M-6033	Kitchen Ventilation Details – MAU-FC-BOH	June 6, 2023
M-6034	Kitchen Ventilation Details – MAU-SH	June 6, 2023
M-6035	Kitchen Exhaust Fan Wiring Diagram	June 6, 2023
M-6036	Kitchen Exhaust Fan Wiring Diagram	June 6, 2023
M-6037	Kitchen Exhaust Fan Wiring Diagram	June 6, 2023
M-6038	Kitchen Exhaust Fan and Air Handler Wiring Diagram	June 6, 2023
M-6039	Kitchen Air Handler Wiring Diagram	June 6, 2023
M-6040	Kitchen Controls Schedules & Details	June 6, 2023
M-6041	Kitchen Controls Schedules & Details	June 6, 2023
M-6042	Kitchen Tank Protection Schedule & Details – FS – 1	June 6, 2023
M-6043	Kitchen Tank Protection Schedule & Details – FS-1 & FS-2	June 6, 2023
M-6044	Kitchen Tank Protection Schedule & Details – FS-2	June 6, 2023
M-6045	Kitchen Ventilation Equipment Wiring Diagram	June 6, 2023
M-6046	Kitchen Ventilation Equipment Wiring Diagram & Controls FS-1 & FS-2	June 6, 2023
M-6047	Kitchen Ventilation Equipment Wiring Diagram & Controls	June 6, 2023
M-6048	Kitchen Tank Protection Schedule & Details – FS-3	June 6, 2023
M-6049	Kitchen Tank Protection Wiring Diagram – FS-3	June 6, 2023
M-6050	Kitchen Controls Schedules & Wiring Details – FS-3	June 6, 2023
M-6051	Kitchen Accessories & Fire System Controls	June 6, 2023
M-6052	Kitchen Tank Protection Schedule & Details – FS-4	June 6, 2023
M-6053	Kitchen Tank Protection Wiring Diagram – FS-4	June 6, 2023
M-6054	Kitchen Tank Protection Controls Schedules & Wiring Details – FS-4	June 6, 2023
M-6055	Kitchen Tank Protection Schedule & Details – FS-5	June 6, 2023
M-6056	Kitchen Tank Protection Schedule & Wiring Details – FS-5	June 6, 2023
M-6057	Kitchen Tank Protection Schedule & Details – FS-6	June 6, 2023
M-6058	Kitchen Tank Protection Wiring Details – FS-6	June 6, 2023
M-6059	Kitchen Tank Protection Wiring Control Details – FS-5	June 6, 2023
M-6060	Kitchen Tank Protection Wiring Control Details – FS-6	June 6, 2023
M-6061	Kitchen Ventilation Hood Control Panel Specifications	June 6, 2023

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M-6063	Kitchen Ductwork Schedule & Details	June 6, 2023
M-6064	Kitchen Exhaust Ductwork Details – FC-FOH-BOH	June 6, 2023
M-6065	Kitchen Exhaust Ductwork Details – FC-FOH-BOH	June 6, 2023
M-6066	Kitchen Exhaust Ductwork Schedule	June 6, 2023
M-6067	Kitchen Exhaust Ductwork Details – SH-MAIN-PREP	June 6, 2023
M-6068	Kitchen Exhaust Ductwork Details – SH-MAIN-PREP	June 6, 2023
M-6069	Kitchen Exhaust Ductwork Details – SH-MAIN-PREP	June 6, 2023
M-6070	Kitchen Exhaust Ductwork Details – SH-MAIN-PREP	June 6, 2023
M-6071	Kitchen Design Verification Details	June 6, 2023
M-6072	Food Hall Exhaust System Design	June 6, 2023
M-6073	Food Hall Exhaust System Design	June 6, 2023
M-6074	Food Hall Exhaust System Design	June 6, 2023
M-6075	Food Hall Exhaust System Design	June 6, 2023
M-6076	Food Hall Exhaust System Design	June 6, 2023
M-6077	Food Hall Exhaust Specs	June 6, 2023
M-8001	Sequence of Operations & Control Diagrams	June 6, 2023
M-8002	Sequence of Operations & Control Diagrams	June 6, 2023
M-8003	Sequence of Operations & Control Diagrams	June 6, 2023
M-8004	Sequence of Operations & Control Diagrams	June 6, 2023
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03 10 00	Concrete Forming and Accessories	June 6, 2023
03 20 00	Concrete Reinforcement	June 6, 2023
03 30 00	Cast-in-Place Concrete	June 6, 2023
03 30 53	Landscape Miscellaneous Cast-in-Place Concrete	June 6, 2023
03 49 00	Glass-Fiber-Reinforced Concrete	June 6, 2023
03 54 00	Cast Underlayment	June 6, 2023
Division 04 – Masonry		
04 22 00	Reinforced Unit Masonry	June 6, 2023
04 43 16	Adhered Thin-Stone Masonry Veneer	June 6, 2023
04 43 17	Landscape Stone Veneer, Caps and Coping	June 6, 2023
Division 05 – Metals		
05 05 13	Shop-Applied Coatings for Metal	June 6, 2023
05 10 00	Structural Steel	June 6, 2023
05 30 00	Metal Decking	June 6, 2023
05 40 00	Cold-Formed Metal Framing	June 6, 2023
05 43 00	Slotted Channel Framing	June 6, 2023
05 50 00	Metal Fabrications	June 6, 2023
05 51 00	Metal Stairs	June 6, 2023
05 51 33	Metal Ladders	June 6, 2023
05 70 00	Decorative Metal Fabrications	June 6, 2023
05 70 00	Decorative Metal Railings	June 6, 2023
05 73 13	Landscape Miscellaneous Decorative Metal	June 6, 2023
Division 06 – Wood, Plastics and Composites		
06 10 53	Miscellaneous Rough Carpentry	June 6, 2023
06 16 00	Sheathing	June 6, 2023
06 18 00	Glue-Laminated Construction	June 6, 2023
06 40 23	Interior Architectural Woodwork	June 6, 2023
06 41 13	Wood-Veneer-Faced Architectural Cabinets	June 6, 2023
06 41 16	Plastic-Laminate-Clad Architectural Cabinets	June 6, 2023
06 83 13	Resin Composite Panels	June 6, 2023
06 83 16	Fiberglass-Reinforced Paneling (FRP)	June 6, 2023

**CHEROKEE NATION BUSINESSES, LLC
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07 13 24	Pre-Applied Sheet Membrane Waterproofing	June 6, 2023
07 19 00	Water Repellents	June 6, 2023
07 21 00	Thermal Insulation	June 6, 2023
07 24 19	Water-Drainage Exterior Insulation and Finish System (EIFS)	June 6, 2023
07 24 23	Direct-Applied Exterior Finish System (DEFS)	June 6, 2023
07 26 00	Under-Slab Vapor Retarder	June 6, 2023
07 27 26	Fluid-Applied Membrane Air Barriers	June 6, 2023
07 42 16	Metal Wall Panels	June 6, 2023
07 42 21	Metal Composite Material Wall Panels	June 6, 2023
07 54 23	Thermoplastic Polyolefin (TPO) Roofing	June 6, 2023
07 62 00	Sheet Metal Flashing and Trim	June 6, 2023
07 72 33	Roof Hatches	June 6, 2023
07 81 00	Applied Fireproofing	June 6, 2023
07 81 23	Intumescent Fireproofing	June 6, 2023
07 84 13	Penetration Firestopping	June 6, 2023
07 84 43	Joint Firestopping	June 6, 2023
07 92 00	Joint Sealants	June 6, 2023
07 95 13	Interior Expansion Joint Cover Assemblies	June 6, 2023
07 95 16	Exterior Expansion Joint Cover Assemblies	June 6, 2023
Division 08 – Openings		
08 11 13	Hollow Metal Doors and Frames	June 6, 2023
08 14 16	Flush Wood Doors	June 6, 2023
08 14 33	Stile and Rail Wood Doors	June 6, 2023
08 31 13	Access Doors and Frames	June 6, 2023
08 33 23	Overhead Coiling Doors	June 6, 2023
08 38 00	Traffic Doors	June 6, 2023
08 41 13	Aluminum-Framed Entrances and Storefronts	June 6, 2023
08 41 26	All-Glass Entrances and Storefronts	June 6, 2023
08 42 29	Sliding Automatic Entrances	June 6, 2023
08 44 13	Glazed Aluminum Curtain Walls	June 6, 2023
08 56 59	Service and Teller Windows	June 6, 2023
08 71 00	Door Hardware	June 6, 2023
08 75 00	Guestroom Entry Locking System	June 6, 2023
08 80 00	Glazing	June 6, 2023
08 81 13	Decorative Glass Glazing	June 6, 2023
08 83 00	Mirrors	June 6, 2023
08 91 19	Fixed Louvers	June 6, 2023
Division 09 – Finishes		
09 05 61	Common Work Results for Flooring Preparation	June 6, 2023

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09 21 16	Gypsum Board Shaft Wall Assemblies	June 6, 2023
09 22 16	Non-Structural Metal Framing	June 6, 2023
09 28 00	Tile Backing Board	June 6, 2023
09 29 00	Gypsum Board	June 6, 2023
09 30 00	Tiling	June 6, 2023
09 51 13	Acoustical Panel Ceilings	June 6, 2023
09 51 33	Metal Ceilings	June 6, 2023
09 54 00	Specialty Ceilings	June 6, 2023
09 54 36	Suspended Decorative Grilles	June 6, 2023
09 63 40	Stone Flooring	June 6, 2023
09 64 00	Wood Flooring	June 6, 2023
09 64 70	Wood Stage Flooring	June 6, 2023
09 65 13	Resilient Base and Accessories	June 6, 2023
09 65 19	Resilient Tile Flooring	June 6, 2023
09 65 36	Static-Control Resilient Tile Flooring	June 6, 2023
09 65 66	Resilient Athletic Flooring	June 6, 2023
09 66 23	Resinous Matrix Terrazzo Flooring	June 6, 2023
09 67 23	Resinous Flooring	June 6, 2023
09 68 13	Tile Carpeting	June 6, 2023
09 68 16	Sheet Carpeting	June 6, 2023
09 69 00	Access Flooring	June 6, 2023
09 72 00	Wall Coverings	June 6, 2023
09 75 13	Stone Wall Facing	June 6, 2023
09 77 00	Special Wall Surfacing	June 6, 2023
09 78 47	Sculpted Fiberboard Panels	June 6, 2023
09 81 00	Acoustical Insulation, Sealants, and Accessories	June 6, 2023
09 84 33	Sound-Absorbing Wall Units	June 6, 2023
09 91 13	Exterior Painting	June 6, 2023
09 91 23	Interior Painting	June 6, 2023
09 94 19	Multicolor Interior Finishing	June 6, 2023
09 96 00	High-Performance Coatings	June 6, 2023
09 96 10	Landscape High Performance Coatings	June 6, 2023
09 97 23	Penetrating Concrete Sealer	June 6, 2023
Division 10 – Specialties		
10 21 16	Plastic-Laminate-Clad Toilet Compartments	June 6, 2023
10 22 39	Folding Panel Partitions	June 6, 2023
10 26 00	Wall Protection	June 6, 2023
10 28 00	Toilet and Bath Accessories	June 6, 2023
10 28 19	Tub and Shower Enclosures	June 6, 2023
10 31 00	Manufactured Fireplaces	June 6, 2023
10 44 13	Fire Protection Cabinets	June 6, 2023

**CHEROKEE NATION BUSINESSES, LLC
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10 44 16	Fire Extinguishers	June 6, 2023
10 45 13	Photoluminescent Egress Path Markings	June 6, 2023
10 51 13	Metal Lockers	June 6, 2023
10 51 23	Plastic-Laminate-Clad Lockers	June 6, 2023
10 56 00	Storage Assemblies	June 6, 2023
10 73 16	Canopies	June 6, 2023
Division 11 – Equipment		
11 11 00	Laundry Equipment	June 6, 2023
11 13 00	Loading Dock Equipment	June 6, 2023
11 24 23	Façade Access Equipment	June 6, 2023
11 40 00	Food Service Equipment	June 6, 2023
Division 12 – Furnishings		
12 24 13	Rolling Window Shades	June 6, 2023
12 36 40	Stone Countertops	June 6, 2023
12 36 61.16	Solid Surfacing Countertops	June 6, 2023
12 36 69	Quartz Agglomerate Fabrications	June 6, 2023
12 55 20	Detention Benches	June 6, 2023
12 64 11	Banquettes	June 6, 2023
Division 13 – Special Construction		
13 11 00.01	Swimming Pools and Spas	June 6, 2023
13 11 00.02	Exposed Aggregate Pool Plaster	June 6, 2023
13 11 00.03	Handrails and Railings for Pools	June 6, 2023
13 11 00.04	Caulking for Pools and Decks	June 6, 2023
13 11 00.06	Identifying Devices and Signs for Pools	June 6, 2023
13 11 00.07	Swimming Pool Monitoring and Controls	June 6, 2023
13 11 00.08	Metal Reinforcement for Swimming Pools	June 6, 2023
13 11 00.10	Swimming Pool Piping	June 6, 2023
13 11 00.11	Concrete for Pool Structures	June 6, 2023
13 11 00.12	Pneumatically Placed Concrete for Swimming Pools	June 6, 2023
13 11 00.14	Swimming Pool Water Heater	June 6, 2023
13 15 00	Thematic Elements	June 6, 2023
13 34 00	Pre-Engineered Metal Building	June 6, 2023
Division 14 – Conveying Equipment		
14 21 00	Electric Traction Elevators	June 6, 2023
14 27 13	Custom Elevator Cab Finishes	June 6, 2023
14 42 00	Wheelchair Lifts	June 6, 2023
14 91 33	Laundry and Linen Chutes	June 6, 2023

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21 05 00	Common Work Results for Fire Suppression	June 6, 2023
21 05 13	Common Motor Requirements for Fire Suppression Equipment	June 6, 2023
21 05 23	General-Duty Valves for Water-Based Fire-Suppression Piping	June 6, 2023
21 05 33	Heat Tracing for Fire Suppression Piping	June 6, 2023
21 05 48	Vibration and Seismic Controls for Fire Suppression Piping	June 6, 2023
21 05 53	Identification for Fire Suppression Piping and Equipment	June 6, 2023
21 07 16	Fire Suppression Equipment Insulation	June 6, 2023
21 07 19	Fire Suppression Piping Insulation	June 6, 2023
21 12 00	Fire-Suppression Standpipes	June 6, 2023
21 13 00	Fire-Suppression Sprinkler Systems	June 6, 2023
21 13 13	Wet-Pipe Sprinkler Systems	June 6, 2023
21 22 00	Clean-Agent Fire-Extinguishing Systems	June 6, 2023
21 30 00	Fire Pumps	June 6, 2023
Division 22 – Plumbing		
22 05 13	Common Motor Requirements for Plumbing Equipment	June 6, 2023
22 05 16	Expansion Fittings and Loops for Plumbing Piping	June 6, 2023
22 05 17	Sleeves and Sleeve Seals for Plumbing Piping	June 6, 2023
22 05 19	Meters and Gages for Plumbing Piping	June 6, 2023
22 05 23	General-Duty Valves for Plumbing Piping	June 6, 2023
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	June 6, 2023
22 05 33	Heat Tracing for Plumbing Piping	June 6, 2023
22 05 48	Vibration and Seismic Controls for Plumbing Piping and Equip	June 6, 2023
22 05 53	Identification for Plumbing Piping and Equipment	June 6, 2023
22 07 16	Plumbing Equipment Insulation	June 6, 2023
22 07 19	Plumbing Piping Insulation	June 6, 2023
22 10 05	Plumbing Piping	June 6, 2023
22 10 06	Plumbing Piping Specialties	June 6, 2023
22 11 23	Domestic Water Pumps	June 6, 2023
22 14 29	Sump Pumps	June 6, 2023
22 15 00	General-Service Compressed-Air Systems	June 6, 2023
22 30 00	Plumbing Equipment	June 6, 2023
22 40 00	Plumbing Fixtures	June 6, 2023
22 45 00	Emergency Plumbing Fixtures	June 6, 2023
Division 23 – Heating, Ventilating and Air Conditioning		
23 05 13	Common Motor Requirements for HVAC Equipment	June 6, 2023
23 05 16	Expansion Fittings and Loops for HVAC Piping	June 6, 2023
23 05 17	Sleeves and Sleeve Seals for HVAC Piping	June 6, 2023
23 05 19	Meters and Gages for HVAC Piping	June 6, 2023

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23 05 23.10	General Duty Valves for HVAC Piping	June 6, 2023
23 05 33	Heat Tracing for HVAC Piping	June 6, 2023
23 05 48.13	Vibration Controls for HVAC	June 6, 2023
23 05 53	Identification for HVAC Piping and Equipment	June 6, 2023
23 05 93	Testing, Adjusting, and Balancing for HVAC	June 6, 2023
23 07 13	Duct Insulation	June 6, 2023
23 07 16	HVAC Equipment Insulation	June 6, 2023
23 07 19	HVAC Piping Insulation	June 6, 2023
23 08 00	Commissioning of HVAC Systems	June 6, 2023
23 09 23	Direct Digital Control (DDC) System for HVAC	June 6, 2023
23 09 34	Variable-Frequency Motor Controllers	June 6, 2023
23 11 23	Facility Natural-Gas Piping	June 6, 2023
23 21 13	Hydronic Piping	June 6, 2023
23 21 14	Hydronic Specialties	June 6, 2023
23 21 23	Hydronic Pumps	June 6, 2023
23 22 13	Steam and Condensate Heating Piping	June 6, 2023
23 22 14	Steam and Condensate Heating Specialties	June 6, 2023
23 23 00	Refrigerant Piping	June 6, 2023
23 25 00	HVAC Water Treatment	June 6, 2023
23 31 00	HVAC Ducts and Casings	June 6, 2023
23 33 00	Air Duct Accessories	June 6, 2023
23 33 19	Duct Silencers	June 6, 2023
23 34 16	Centrifugal HVAC Fans	June 6, 2023
23 35 01	Dryer-Vent Exhaust Collection Systems	June 6, 2023
23 36 00	Air Terminal Units	June 6, 2023
23 37 00	Air Outlets and Inlets	June 6, 2023
23 51 00	Breechings, Chimneys, and Stacks	June 6, 2023
23 52 16	Condensing Boilers	June 6, 2023
23 64 23	Scroll Water Chillers	June 6, 2023
23 73 43.16	Outdoor Air handling Units	June 6, 2023
23 81 23.13	Low-Intensity, Gas-Fired, Radiant Heaters	June 6, 2023
23 81 24	Computer Room Air Conditioners - Floor Mounted	June 6, 2023
23 81 25	Computer Room Air Conditioners - Ceiling Mounted	June 6, 2023
23 82 39.19	Wall and Ceiling Unit Heaters	June 6, 2023
23 83 00	Radiant Heating and Cooling Units	June 6, 2023
23 84 00	Humidifiers	June 6, 2023
 Division 26 – Electrical		
26 00 00	General Electrical Requirements	June 6, 2023
26 05 13	Medium-Voltage Cables	June 6, 2023
26 05 19	Low-Voltage Electrical Power Conductors and Cables	June 6, 2023

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26 05 26	Grounding and Bonding for Electrical Systems	June 6, 2023
26 05 29	Hangers and Supports for Electrical Systems	June 6, 2023
26 05 33	Raceways and Boxes for Electrical Systems	June 6, 2023
26 05 36	Cable Trays for Electrical Systems	June 6, 2023
26 05 39	Underfloor Raceways for Electrical Systems	June 6, 2023
26 05 43	Underground Ducts and Raceways for Electrical Systems	June 6, 2023
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	June 6, 2023
26 05 48.16	Seismic Controls for Electrical Systems	June 6, 2023
26 05 53 I	Identification for Electrical Systems	June 6, 2023
26 05 73.13	Short-Circuit Studies	June 6, 2023
26 05 73.16	Coordination Studies	June 6, 2023
26 05 73.19	Arc-Flash Hazard Analysis	June 6, 2023
26 09 23	Lighting Control Devices	June 6, 2023
26 09 33	Central Dimming Controls	June 6, 2023
26 09 36	Modular Dimming Controls	June 6, 2023
26 09 43.23	Relay-Based Lighting Controls	June 6, 2023
26 22 00	Low-Voltage Transformers	June 6, 2023
26 24 13	Switchboards	June 6, 2023
26 24 16	Panelboards	June 6, 2023
26 27 13	Electricity Metering	June 6, 2023
26 27 26	Wiring Devices	June 6, 2023
26 28 13	Fuses	June 6, 2023
26 28 16	Enclosed Switches and Circuit Breakers	June 6, 2023
26 32 13	Engine Generators	June 6, 2023
26 36 00	Transfer Switches	June 6, 2023
26 41 13	Lightning Protection for Structures	June 6, 2023
26 42 00	Cathodic Protection	June 6, 2023
26 43 13	Surge Protection for Low-Voltage Electrical Power Circuits	June 6, 2023
26 51 19	LED Interior Lighting	June 6, 2023
26 55 00	Specialty Lighting	June 6, 2023
26 56 19	LED Exterior Lighting	June 6, 2023
Division 27 – Communications		
27 10 00	Structured Cabling	June 6, 2023
27 41 16	Integrated Audio-Video Equipment	June 6, 2023
Division 28 – Electronic Safety and Security		
28 05 11	Cyber Security Requirements	June 6, 2023
28 13 00	Access Control	June 6, 2023
28 23 00	Video Surveillance	June 6, 2023
28 46 21.11	Addressable Fire-Alarm Systems	June 6, 2023

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31 22 16	Landscape Fill and Finish Grading	June 6, 2023
31 23 11	Earthwork for Building Construction	June 6, 2023
31 31 16	Termite Control	June 6, 2023
31 63 29	Drilled Piers	June 6, 2023
31 66 12013	Aggregate Piers	June 6, 2023
Division 32 – Exterior Improvements		
32 01 90	Landscape Establishment and Maintenance	June 6, 2023
32 13 16	Landscape Architectural Concrete	June 6, 2023
32 14 00	Landscape Unit Paving	June 6, 2023
32 15 00	Aggregate Surfacing	June 6, 2023
32 31 13	Chain Link Fences and Gates	June 6, 2023
32 31 19	Welded Wire Fences and Gates	June 6, 2023
32 33 00	Site Furnishings	June 6, 2023
32 84 00	Landscape Irrigation System	June 6, 2023
32 91 13	Landscape Soil Preparation	June 6, 2023
32 92 01	Turf and Grasses	June 6, 2023
32 93 01	Landscape Plants and Planting	June 6, 2023
Division 33 – Utilities		
33 46 17	Landscape Drainage	June 6, 2023
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Appendix B – Preamble		June 6, 2023
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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
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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

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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

Hazards

- a. Hazardous/flammable material
- b. Vehicles - equipment
- c. Other

Controls

Plan, indoctrinate, inspect
Plan, indoctrinate, inspect
As required

2.2 CONCRETE WORK

Hazards

- a. Material handling
- b. Formwork (collapse)
- c. Scaffold, runway, etc.
- d. Equipment (cranes, etc.)
- e. Machinery and power tools
- f. Other

Controls

Plan, indoctrinate, inspect
Plan, shore, inspect
Plan, handrails, inspect
Plan, indoctrinate, inspect
Indoctrinate, inspect
As required

2.3 CARPENTRY WORK

Hazards

- a. Roof area
- b. Scaffolding
- c. Tools
- d. Other

Controls

Handrails, safety harnesses warning lines, inspect
Plan, handrail, inspect
Safety harnesses
Indoctrinate, inspect
As required

2.4 DRYWALL

Hazards

Controls

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 SITWORK

<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

- | | |
|----------------------|--|
| b. Material handling | Plan, coordinate, inspect |
| c. Equipment | Plan, indoctrinate, inspect preventative maintenance |
| d. Tools | Indoctrinate, inspect, maintenance |
| e. Other | As required |
- 3.4 ROOFING, INCLUDING METAL ROOFING AND SIDING
- | <u>Hazards</u> | <u>Controls</u> |
|----------------------|---|
| a. Fire | Plan, inspect, proper equipment indoctrinate |
| b. Falls | Harnesses, belts for positional use, handrails, enforcement |
| c. Material handling | Plan, coordinate, inspect |
| d. Equipment/tools | Plan, indoctrinate, inspect preventative maintenance |
| e. Other | As required |
- 3.5 INTERIOR AND FINISH WORK INCLUDING PAINTING
- | <u>Hazards</u> | <u>Controls</u> |
|---------------------------------|---|
| a. Flammable liquids | Proper storage and handling fire extinguisher |
| b. Health hazards (fumes, etc.) | Recognize, evaluate, protect |
| c. Scaffolds | Plan, handrail, inspect |
| d. Other | As required |
- 3.6 MECHANICAL
- | <u>Hazards</u> | <u>Controls</u> |
|---------------------------------|--|
| a. Material handling | Plan, coordinate, inspect |
| b. Equipment and tools | Plan, indoctrinate, inspect preventative maintenance |
| c. Health hazards (fumes, etc.) | Recognize, evaluate, protect |
| d. Scaffolds | Plan, handrail, inspect |
| e. Other | As required |
- 3.7 ELECTRICAL
- See Section 16.0, Temporary Electrical, of this Site Specific Safety and Health Plan.
- | <u>Hazards</u> | <u>Controls</u> |
|---------------------------------|---|
| a. Material handling | Plan, coordinate, inspect |
| b. Equipment and tools | Plan, indoctrinate, inspect, preventative maintenance |
| c. Health hazards (fumes, etc.) | Recognize, evaluate, protect |
| d. Scaffolds | Plan, handrail, inspect |
| e. Electrical shock | Plan, indoctrinate, GFCI, inspect |
| f. Other | As required |
- 3.8 GLAZING
- | <u>Hazards</u> | <u>Controls</u> |
|----------------------|---|
| a. Falls | Harnesses, belts for positional use, handrails, enforcement |
| b. Material handling | Plan, coordinate, inspect |
| c. Equipment | Plan, indoctrinate, inspect preventative maintenance |
-

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- d. Tools
- e. Other

Indoctrinate, inspect, maintenance
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

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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.

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- 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> | <i>911</i> |
| <u>Clinic</u> | <i>TBD</i> |
| <u>Hospital</u> | <i>TBD</i> |
| <u>Fire</u> | <i>911</i> |

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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 Contractors, 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

SITE SPECIFIC SAFETY PLAN

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.

SITE SPECIFIC SAFETY PLAN

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.

SITE SPECIFIC SAFETY PLAN

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.

SITE SPECIFIC SAFETY PLAN

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.

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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.

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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.

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RUSSELLVILLE, ARKANSAS**

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.

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Form C1.1

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

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

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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

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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

Legends Resort Casino, Arkansas

Data Date: 18-Apr-23
Pint Date: 21-Apr-23 16:45

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2022												2023												2024												2025											
						M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D		
Legends Resort & Casino, Arkansas		10-Mar-22 A	09-Sep-25	1033d	736d	Legends Resort & Casino, Arkansas																																															
Design Phasing & Budgeting		10-Mar-22 A	28-Aug-23	390d	93d	Design Phasing & Budgeting																																															
Schematic Design (SD)		10-Mar-22 A	04-Nov-22 A	113d	0d	Schematic Design (SD)																																															
DPB.SD.1000	Schematic Design - Workshop 1		10-Mar-22 A	0d	0d	Schematic Design - Workshop 1																																															
DPB.SD.1010	Schematic Design - Workshop 2		04-Apr-22 A	0d	0d	Schematic Design - Workshop 2																																															
DPB.SD.1020	GC Concept Review - Zoom Meeting		02-May-22 A	0d	0d	GC Concept Review - Zoom Meeting																																															
DPB.SD.1030	Schematic Design - Workshop 6		28-Jun-22 A	0d	0d	Schematic Design - Workshop 6																																															
DPB.SD.1040	CDI Programmatic Cost Model to Owner		01-Jul-22 A	0d	0d	CDI Programmatic Cost Model to Owner																																															
DPB.SD.1050	Schematic Design - Workshop 7		24-Jul-22 A	0d	0d	Schematic Design - Workshop 7																																															
DPB.SD.1060	Revise SD Package	26-Jul-22 A	23-Sep-22 A	40d	0d	Revise SD Package																																															
DPB.SD.1070	Revised SD Package - Review & Approval	26-Sep-22 A	30-Sep-22 A	4d	0d	Revised SD Package - Review & Approval																																															
DPB.SD.1080	Revised SD Package - Cost Estimate CDI	03-Oct-22 A	04-Nov-22 A	20d	0d	Revised SD Package - Cost Estimate CDI																																															
Design Development (DD)		07-Nov-22 A	15-Feb-23 A	88d	0d	Design Development (DD)																																															
DPB.DD.1000	Design Development - Design	07-Nov-22 A	09-Jan-23 A	58d	0d	Design Development - Design																																															
DPB.DD.1030	Design Development - Final DD Package Issued	10-Jan-23 A	10-Jan-23 A	1d	0d	Design Development - Final DD Package Issued																																															
DPB.DD.1040	Design Development - Owner Approval of Design	10-Jan-23 A	19-Jan-23 A	6d	0d	Design Development - Owner Approval of Design																																															
DPB.DD.1050	Design Development - Cost Estimate CDI	10-Jan-23 A	15-Feb-23 A	30d	0d	Design Development - Cost Estimate CDI																																															
50% Constructioun Documents (CD)		19-Jan-23 A	12-May-23	137d	19d	50% Constructioun Documents (CD)																																															
DPB.50CD.1000	50% CD - Design	19-Jan-23 A	04-Apr-23 A	58d	0d	50% CD - Design																																															
DPB.50CD.1010	50% CD - 50% CD Package Issued	10-Apr-23 A	10-Apr-23 A	1d	0d	50% CD - 50% CD Package Issued																																															
DPB.50CD.1020	50% CD - Owner Approval of Design	11-Apr-23 A	18-Apr-23 A	6d	0d	50% CD - Owner Approval of Design																																															
DPB.50CD.1030	50% CD - CDI Cost Estimate	18-Apr-23	12-May-23	19d	19d	50% CD - CDI Cost Estimate																																															
Guest Room Mockup		04-Apr-23 A	30-May-23	40d	30d	Guest Room Mockup																																															
A5240	Documents to CDI	04-Apr-23 A		0d	0d	Documents to CDI																																															
A5250	CDI Pricing	04-Apr-23 A	08-May-23	20d	15d	CDI Pricing																																															
A5260	Scope Subs	09-May-23	22-May-23	10d	10d	Scope Subs																																															
A5270	Owner Pricing Approval	23-May-23	30-May-23	5d	5d	Owner Pricing Approval																																															
A5280	NTP		30-May-23	0d	0d	NTP																																															
100% Construction Documents (CD)		04-Apr-23 A	28-Jul-23	112d	72d	100% Construction Documents (CD)																																															
DPB.CD.1000	100% CD's - Design	04-Apr-23 A	01-Jun-23	89d	32d	100% CD's - Design																																															
DPB.CD.1010	100% CD's - Drawings issued	02-Jun-23	02-Jun-23	1d	1d	100% CD's - Drawings issued																																															
DPB.CD.1020	100% CD's - Owner Approval of Final CD Package	05-Jun-23	16-Jun-23	10d	10d	100% CD's - Owner Approval of Final CD Package																																															
DPB.CD.1030	CDI Pricing of 100% Documents	05-Jun-23	10-Jul-23	25d	25d	CDI Pricing of 100% Documents																																															
DPB.CD.1040	Pricing to Owner		10-Jul-23	0d	0d	Pricing to Owner																																															
DPB.CD.1050	Owner Pricing Review & Approval	11-Jul-23	28-Jul-23	14d	14d	Owner Pricing Review & Approval																																															
DPB.CD.1060	Administrative NTP		28-Jul-23	0d	0d	Administrative NTP																																															
Wetland / 404 Permit		31-Oct-22 A	28-Aug-23	185d	93d	Wetland / 404 Permit																																															
DPB.W404.1000	Plan Review / Impact Determination		31-Oct-22 A	0d	0d	Plan Review / Impact Determination																																															
DPB.W404.1010	Section 404 IP Pkg Develop/Submit	31-Oct-22 A	18-Nov-22 A	15d	0d	Section 404 IP Pkg Develop/Submit																																															
DPB.W404.1020	404 Permit from USACE (10 mos.)	21-Nov-22 A	11-Aug-23	185d	82d	404 Permit from USACE (10 mos.)																																															
DPB.W404.1040	Construction NTP - Owner Realease	14-Aug-23	14-Aug-23	1d	1d	Construction NTP - Owner Realease																																															
DPB.W404.1030	Mobilization / Intial Subcontracts	15-Aug-23	28-Aug-23	10d	10d	Mobilization / Intial Subcontracts																																															
Permits		19-Jun-23	25-Aug-23	49d	49d	Permits																																															
LRC.P.1010	Site Grading	19-Jun-23	30-Jun-23	10d	10d	Site Grading																																															
LRC.P.1020	Foundation	19-Jun-23	17-Jul-23	20d	20d	Foundation																																															

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 Remaining Level of Effort
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  Actual Work
  Critical Remaining Work
 WBS Summary
 Primary Baseline
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Legends Resort Casino, Arkansas

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C.HT.IFL111060	Install Shower Tile	14-Jan-25	20-Jan-25	6d	6d
C.HT.IFL111070	Install Floor & Wall Tile	21-Jan-25	27-Jan-25	6d	6d
C.HT.IFL111080	Install Vanity & Countertop	28-Jan-25	03-Feb-25	6d	6d
C.HT.IFL111090	Trimout Plumbing Fixtures	04-Feb-25	10-Feb-25	6d	6d
C.HT.IFL111100	Trimout HVAC& Fire Supression	11-Feb-25	17-Feb-25	6d	6d
C.HT.IFL111110	Trimout - Fire Alarm and Low Voltage	18-Feb-25	24-Feb-25	6d	6d
C.HT.IFL111120	Install Wall Coverings	25-Feb-25	03-Mar-25	6d	6d
C.HT.IFL111130	Doors / Hardware / Toilet Accessories	04-Mar-25	10-Mar-25	6d	6d
C.HT.IFL111140	Install Shower Doors & Mirrors	11-Mar-25	17-Mar-25	6d	6d
C.HT.IFL111150	Install Carpet @ Rooms	18-Mar-25	24-Mar-25	6d	6d
C.HT.IFL111160	Install Carpet @ Corridor	25-Mar-25	31-Mar-25	6d	6d
C.HT.IFL111170	Contractor Punch	01-Apr-25	07-Apr-25	6d	6d
C.HT.IFL111180	Intial Clean	08-Apr-25	14-Apr-25	6d	6d
Lvl 10		04-Dec-24	21-Apr-25	117d	117d
C.HT.IFL101010	Skim Coat / Rub Concrete Deck	04-Dec-24	10-Dec-24	6d	6d
C.HT.IFL101020	Pipe & Duct Insulation	17-Dec-24	23-Dec-24	6d	6d
C.HT.IFL101030	Hang Drywall & Backerboards - Walls & Ceilings (Crew 3)	27-Dec-24	03-Jan-25	6d	6d
C.HT.IFL101040	Tape / Float Drywall	04-Jan-25	10-Jan-25	6d	6d
C.HT.IFL101050	Prime / 1st Coat - Walls & Ceilings	11-Jan-25	17-Jan-25	6d	6d
C.HT.IFL101060	Install Shower Tile	18-Jan-25	24-Jan-25	6d	6d
C.HT.IFL101070	Install Floor & Wall Tile	25-Jan-25	31-Jan-25	6d	6d
C.HT.IFL101080	Install Vanity & Countertop	01-Feb-25	07-Feb-25	6d	6d
C.HT.IFL101090	Trimout Plumbing Fixtures	08-Feb-25	14-Feb-25	6d	6d
C.HT.IFL101100	Trimout HVAC& Fire Supression	15-Feb-25	21-Feb-25	6d	6d
C.HT.IFL101110	Trimout - Fire Alarm and Low Voltage	22-Feb-25	28-Feb-25	6d	6d
C.HT.IFL101120	Install Wall Coverings	01-Mar-25	07-Mar-25	6d	6d
C.HT.IFL101130	Doors / Hardware / Toilet Accessories	08-Mar-25	14-Mar-25	6d	6d
C.HT.IFL101140	Install Shower Doors & Mirrors	15-Mar-25	21-Mar-25	6d	6d
C.HT.IFL101150	Install Carpet @ Rooms	22-Mar-25	28-Mar-25	6d	6d
C.HT.IFL101160	Install Carpet @ Corridor	29-Mar-25	04-Apr-25	6d	6d
C.HT.IFL101170	Contractor Punch	05-Apr-25	11-Apr-25	6d	6d
C.HT.IFL101180	Intial Clean	15-Apr-25	21-Apr-25	6d	6d
Lvl 9		11-Dec-24	28-Apr-25	117d	117d
C.HT.IFL91010	Skim Coat / Rub Concrete Deck	11-Dec-24	17-Dec-24	6d	6d
C.HT.IFL91020	Pipe & Duct Insulation	24-Dec-24	31-Dec-24	6d	6d
C.HT.IFL91030	Hang Drywall & Backerboards - Walls & Ceilings (Crew 3)	04-Jan-25	10-Jan-25	6d	6d
C.HT.IFL91040	Tape / Float Drywall	11-Jan-25	17-Jan-25	6d	6d
C.HT.IFL91050	Prime / 1st Coat - Walls & Ceilings	18-Jan-25	24-Jan-25	6d	6d
C.HT.IFL91060	Install Shower Tile	25-Jan-25	31-Jan-25	6d	6d
C.HT.IFL91070	Install Floor & Wall Tile	01-Feb-25	07-Feb-25	6d	6d
C.HT.IFL91080	Install Vanity & Countertop	08-Feb-25	14-Feb-25	6d	6d
C.HT.IFL91090	Trimout Plumbing Fixtures	15-Feb-25	21-Feb-25	6d	6d
C.HT.IFL91100	Trimout HVAC& Fire Supression	22-Feb-25	28-Feb-25	6d	6d
C.HT.IFL91110	Trimout - Fire Alarm and Low Voltage	01-Mar-25	07-Mar-25	6d	6d
C.HT.IFL91120	Install Wall Coverings	08-Mar-25	14-Mar-25	6d	6d
C.HT.IFL91130	Doors / Hardware / Toilet Accessories	15-Mar-25	21-Mar-25	6d	6d

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C.HT.IFL41110	Trimout - Fire Alarm and Low Voltage	05-Apr-25	11-Apr-25	6d	6d
C.HT.IFL41120	Install Wall Coverings	12-Apr-25	18-Apr-25	6d	6d
C.HT.IFL41130	Doors / Hardware / Toilet Accessories	19-Apr-25	25-Apr-25	6d	6d
C.HT.IFL41140	Install Shower Doors & Mirrors	26-Apr-25	02-May-25	6d	6d
C.HT.IFL41150	Install Carpet @ Rooms	03-May-25	09-May-25	6d	6d
C.HT.IFL41160	Install Carpet @ Corridor	10-May-25	16-May-25	6d	6d
C.HT.IFL41170	Contractor Punch	17-May-25	23-May-25	6d	6d
C.HT.IFL41180	Intial Clean	28-May-25	03-Jun-25	6d	6d
Lvl 3		24-Jan-25	10-Jun-25	117d	117d
C.HT.IFL3.1030	Skim Coat / Rub Concrete Deck	24-Jan-25	30-Jan-25	6d	6d
C.HT.IFL3.1040	Pipe & Duct Insulation	06-Feb-25	12-Feb-25	6d	6d
C.HT.IFL3.1050	Hang Drywall & Backerboards - Walls & Ceilings (Crew 3)	15-Feb-25	21-Feb-25	6d	6d
C.HT.IFL3.1060	Tape / Float Drywall	22-Feb-25	28-Feb-25	6d	6d
C.HT.IFL3.1070	Prime / 1st Coat - Walls & Ceilings	01-Mar-25	07-Mar-25	6d	6d
C.HT.IFL3.1080	Install Shower Tile	08-Mar-25	14-Mar-25	6d	6d
C.HT.IFL3.1090	Install Floor & Wall Tile	15-Mar-25	21-Mar-25	6d	6d
C.HT.IFL3.1100	Install Vanity & Countertop	22-Mar-25	28-Mar-25	6d	6d
C.HT.IFL3.1110	Trimout Plumbing Fixtures	29-Mar-25	04-Apr-25	6d	6d
C.HT.IFL3.1120	Trimout HVAC & Fire Supression	05-Apr-25	11-Apr-25	6d	6d
C.HT.IFL3.1130	Trimout - Fire Alarm and Low Voltage	12-Apr-25	18-Apr-25	6d	6d
C.HT.IFL3.1140	Install Wall Coverings	19-Apr-25	25-Apr-25	6d	6d
C.HT.IFL3.1150	Doors / Hardware / Toilet Accessories	26-Apr-25	02-May-25	6d	6d
C.HT.IFL3.1160	Install Shower Doors & Mirrors	03-May-25	09-May-25	6d	6d
C.HT.IFL3.1170	Install Carpet @ Rooms	10-May-25	16-May-25	6d	6d
C.HT.IFL3.1180	Install Carpet @ Corridor	17-May-25	23-May-25	6d	6d
C.HT.IFL3.1190	Contractor Punch	24-May-25	31-May-25	6d	6d
C.HT.IFL3.1200	Intial Clean	04-Jun-25	10-Jun-25	6d	6d
Lvl 2		26-Nov-24	13-Mar-25	90d	90d
C.C.IF.CSSA2270	Install Insulation & Drywall (Crew 4)	26-Nov-24	17-Dec-24	18d	18d
C.C.IF.CSSA2280	Tape / Float / Prime Walls & Ceilings	04-Dec-24	24-Dec-24	18d	18d
C.C.IF.CSSA2290	Install Acoustical Ceiling Grid	26-Dec-24	02-Jan-25	6d	6d
C.C.IF.CSSA2300	Trim Out Accoustical Ceilings	03-Jan-25	09-Jan-25	6d	6d
C.C.IF.CSSA2310	Install Doors & Hardware / Railing	03-Jan-25	16-Jan-25	12d	12d
C.C.IF.CSSA2320	Paint 1st Coat & Install Wall Coverings	10-Jan-25	16-Jan-25	6d	6d
C.C.IF.CSSA2330	Install Blocking	10-Jan-25	16-Jan-25	6d	6d
C.C.IF.CSSA2340	Install Millwork	17-Jan-25	30-Jan-25	12d	12d
C.C.IF.CSSA2350	Install Countertops	24-Jan-25	30-Jan-25	6d	6d
C.C.IF.CSSA2360	Install Floor Tile	31-Jan-25	13-Feb-25	12d	12d
C.C.IF.CSSA2370	Install Accoustical Ceiling Tile	14-Feb-25	20-Feb-25	6d	6d
C.C.IF.CSSA2380	Install VCT Flooring	14-Feb-25	20-Feb-25	6d	6d
C.C.IF.CSSA2390	Install & Trimout A/V Equipment & Security	14-Feb-25	27-Feb-25	12d	12d
C.C.IF.CSSA2400	Install Carpet	21-Feb-25	27-Feb-25	6d	6d
C.C.IF.CSSA2410	Final Paint	28-Feb-25	06-Mar-25	6d	6d
C.C.IF.CSSA2420	Initial Clean	07-Mar-25	13-Mar-25	6d	6d
Lvl 1		18-Dec-24	24-May-25	134d	134d
C.C.IF.CSSA2430	Install Insulation & Drwwall (Crew 4)	18-Dec-24	09-Jan-25	18d	18d

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Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration	2022												2023												2024												2025												
						M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D			
1	East Elevation				0d	0d																																																
	Grid C10 to C5				0d	0d																																																
	North Elevation				0d	0d																																																
	Grid CB to CH on Grid C5				0d	0d																																																
	Grid CH to CL on Grid C2				0d	0d																																																
	Grid CL to CO on Grid C2				0d	0d																																																
	Interior Buildout		28-Mar-24	27-May-25	358d	358d	Interior Buildout																																															
	Back of House Hydronic Piping		28-Mar-24	12-Jun-24	65d	65d	Back of House Hydronic Piping																																															
	A6330	Layout OH Hangers	28-Mar-24	02-Apr-24	5d	5d	Layout OH Hangers																																															
	A6340	Suplemental Steel	28-Mar-24	08-Apr-24	10d	10d	Suplemental Steel																																															
	A6350	Install Pipe Hangers	15-Apr-24	07-May-24	20d	20d	Install Pipe Hangers																																															
	A6360	Hang & Position Pipe	20-Apr-24	13-May-24	20d	20d	Hang & Position Pipe																																															
	A6370	Pipe Welds (3 welders)	26-Apr-24	24-May-24	25d	25d	Pipe Welds (3 welders)																																															
	A6380	Small Bore Run Outs	26-Apr-24	24-May-24	25d	25d	Small Bore Run Outs																																															
	A6390	Install Temp Cross Overs	02-May-24	31-May-24	25d	25d	Install Temp Cross Overs																																															
	A6400	Pressure Test System	01-Jun-24	06-Jun-24	5d	5d	Pressure Test System																																															
	A6410	Insulate Joints	07-Jun-24	12-Jun-24	5d	5d	Insulate Joints																																															
	Mechanical / Electrical / MDF Rooms		04-Apr-24	28-Feb-25	278d	278d	Mechanical / Electrical / MDF Rooms																																															
	C.BOH.IF.MEMDF.10	Layout Walls	04-Apr-24	06-Apr-24	3d	3d	Layout Walls																																															
	C.BOH.IF.MEMDF.10	Frame Walls	08-Apr-24	17-Apr-24	9d	9d	Frame Walls																																															
	C.BOH.IF.MEMDF.10	In-Wall Rough-in	18-Apr-24	24-Apr-24	6d	6d	In-Wall Rough-in																																															
	C.BOH.IF.MEMDF.10	Pour Housekeeping Pads	18-Apr-24	20-Apr-24	3d	3d	Pour Housekeeping Pads																																															
	C.BOH.IF.MEMDF.10	Insulate & Hang Fiberglass Faced Drywall (Crew 1)	30-Apr-24	06-May-24	6d	6d	Insulate & Hang Fiberglass Faced Drywall (Crew 1)																																															
	C.BOH.IF.MEMDF.10	Tape / Float / Paint - Walls	02-May-24	11-May-24	9d	9d	Tape / Float / Paint - Walls																																															
	C.BOH.IF.MEMDF.11	Rough-In Overhead Electrical	13-May-24	03-Jun-24	18d	18d	Rough-In Overhead Electrical																																															
	C.BOH.IF.MEMDF.11	Rough-In Overhead Mechanical & Plumbing	13-May-24	03-Jun-24	18d	18d	Rough-In Overhead Mechanical & Plumbing																																															
	C.BOH.IF.MEMDF.10	Set Boilers / Chillers / Tanks	04-Jun-24	24-Jun-24	18d	18d	Set Boilers / Chillers / Tanks																																															
	C.BOH.IF.MEMDF.11	Set Fire Riser / Fire Pump	25-Jun-24	09-Jul-24	12d	12d	Set Fire Riser / Fire Pump																																															
	C.BOH.IF.MEMDF.11	Rough-in Fire Protection Piping	10-Jul-24	16-Jul-24	6d	6d	Rough-in Fire Protection Piping																																															
	C.BOH.IF.MEMDF.11	Install Low Voltage Racks & Cable Trays/Race Ways	17-Jul-24	06-Aug-24	18d	18d	Install Low Voltage Racks & Cable Trays/Race Ways																																															
	C.BOH.IF.MEMDF.11	Seal / Epoxy Floors	07-Aug-24	13-Aug-24	6d	6d	Seal / Epoxy Floors																																															
	C.BOH.IF.MEMDF.11	Equipment Start-up	14-Aug-24	04-Sep-24	18d	18d	Equipment Start-up																																															
	C.BOH.IF.MEMDF.11	Commissioning	21-Aug-24	11-Sep-24	18d	18d	Commissioning																																															
	C.BOH.IF.MEMDF.10	Set Normal & Emergency Elect. Gear / Transfomers / Panels	11-Sep-24	26-Oct-24	40d	40d	Set Normal & Emergency Elect. Gear /																																															
	C.BOH.IF.MEMDF.12	Final Paint	12-Sep-24	18-Sep-24	6d	6d	Final Paint																																															
	C.BOH.IF.MEMDF.12	Intial Clean	19-Sep-24	25-Sep-24	6d	6d	Intial Clean																																															
	C.BOH.IF.MEMDF.10	Pull & Land Main Feeder Cable	21-Oct-24	26-Oct-24	6d	6d	Pull & Land Main Feeder Cable																																															
	C.BOH.IF.MEMDF.10	Pull & Land Wire @ Distribution Panels	21-Oct-24	02-Nov-24	12d	12d	Pull & Land Wire @ Distribution Panels																																															
	C.BOH.IF.MEMDF.11	Normal Power Complete		02-Nov-24	0d	0d	Normal Power Complete																																															
	C.BOH.IF.MEMDF.11	Generator Complete		28-Feb-25	0d	0d	Generator Complete																																															
	C.BOH.IF.MEMDF.12	Mech. / Elect. / MDF / FP Rooms Complete		28-Feb-25	0d	0d	Mech. / Elect. / MDF / FP																																															
	Central Kitchen		08-Apr-24	27-May-25	349d	349d	Central Kitchen																																															
	C.BOH.IF.CK.2000	Layout Walls and Install Top Track & Hangers	08-Apr-24	13-Apr-24	6d	6d	Layout Walls and Install Top Track & Hangers																																															
	C.BOH.IF.CK.2010	Fireproofing	15-Apr-24	20-Apr-24	6d	6d	Fireproofing																																															
	C.BOH.IF.CK.2020	Overhead Rough-in - MEP & FP	22-Apr-24	01-Jun-24	35d	35d	Overhead Rough-in - MEP & FP																																															
C.BOH.IF.CK.2030	Frame Walls to Deck & Hard Lid Ceilings	18-May-24	01-Jun-24	12d	12d	Frame Walls to Deck & Hard Lid Ceilings																																																
C.BOH.IF.CK.2040	Rough-in MEP on Walls	21-May-24	04-Jun-24	12d	12d	Rough-in MEP on Walls																																																

Legends Resort Casino, Arkansas

Data Date: 18-Apr-23
Pint Date: 21-Apr-23 16:45

[illegible]

Legends Resort Casino, Arkansas

Data Date: 18-Apr-23
Pint Date: 21-Apr-23 16:45

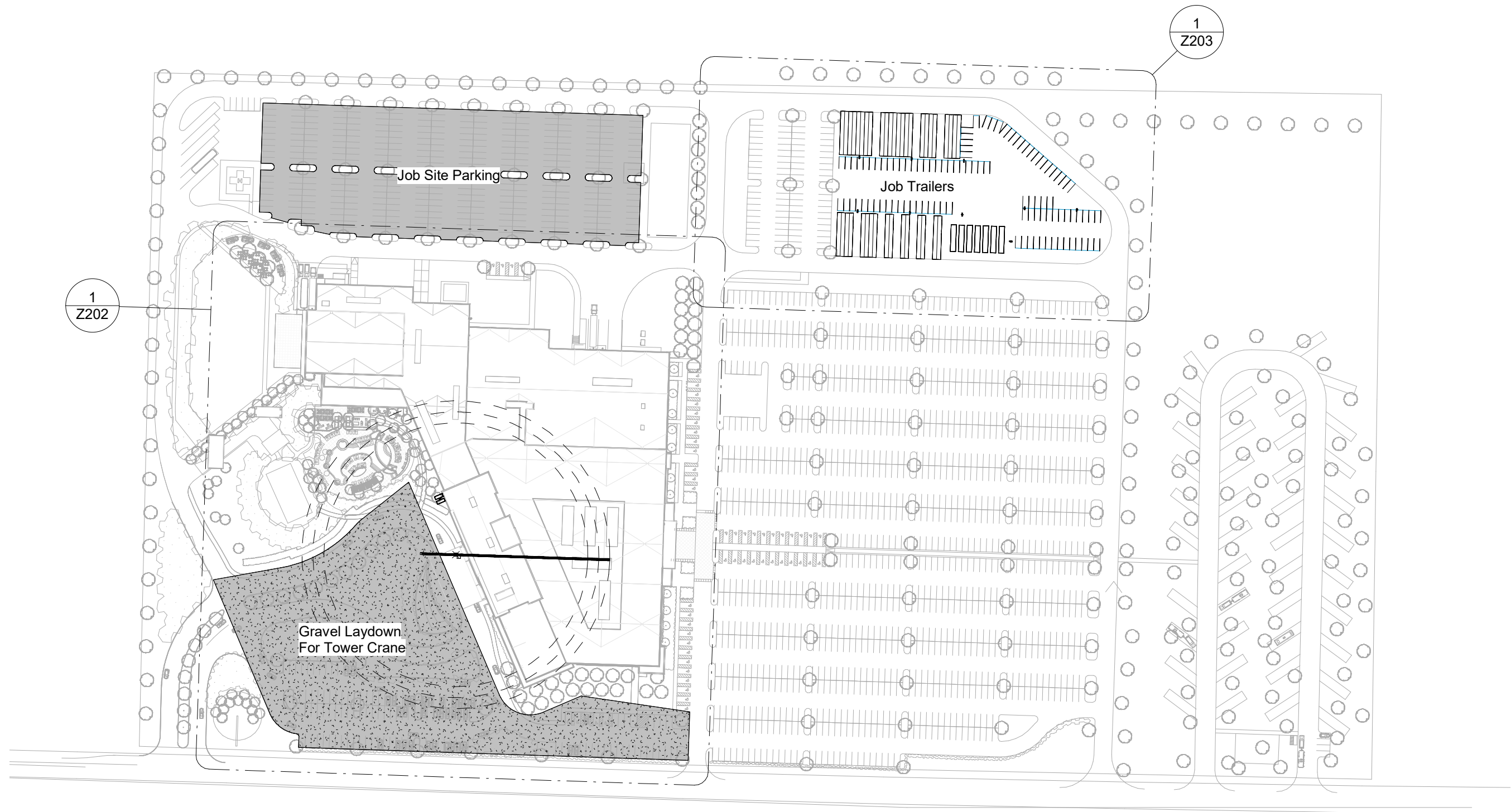
[illegible]

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

Data Date: 18-Apr-23
Pint Date: 21-Apr-23 16:45

[illegible]

SITE LOGISTICS AND STAGING PLAN



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



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Russellville, Arkansas

Overall Site Plan

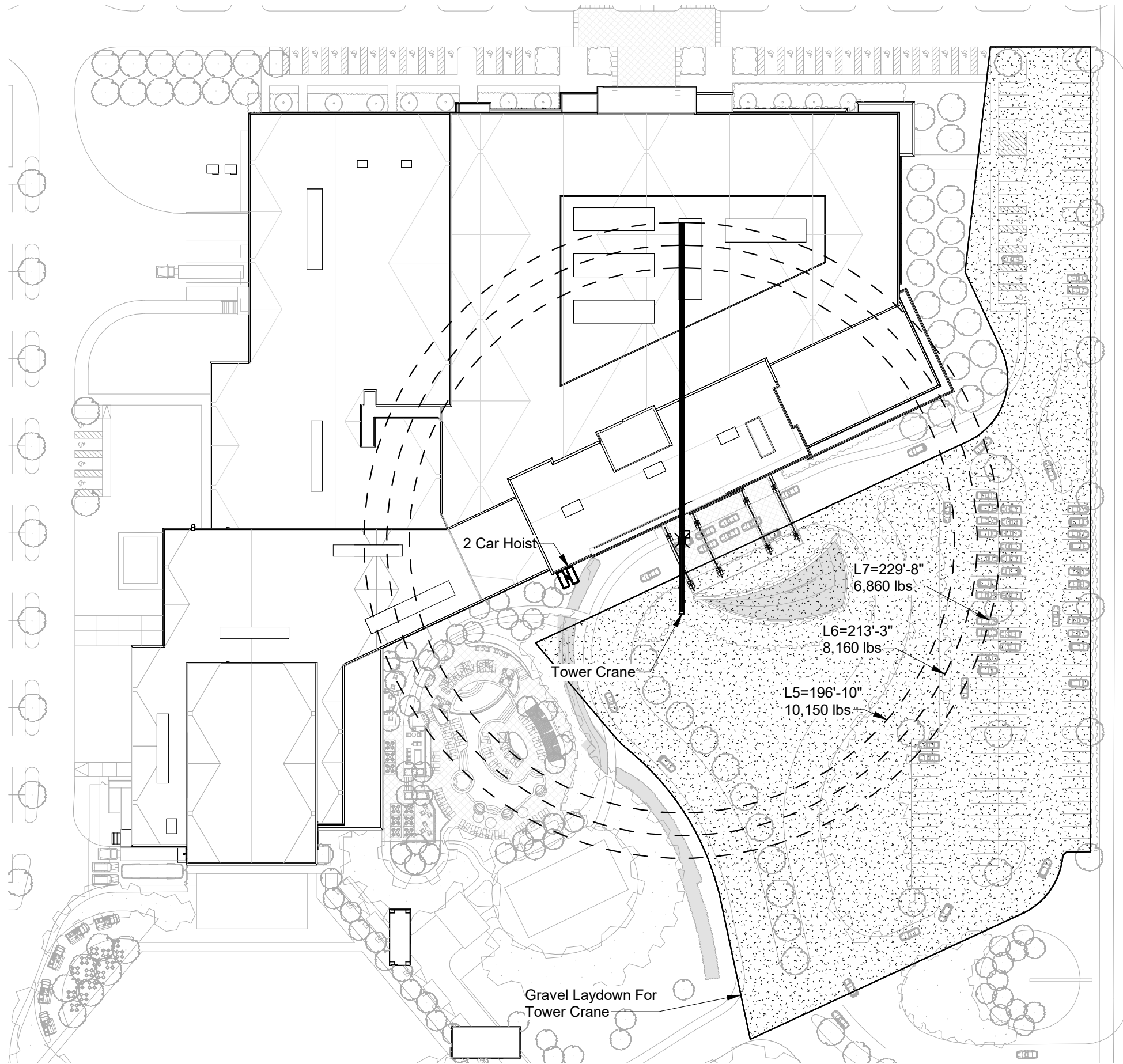
Project #

Date 10/20/22

Drawn by

Z201

Scale 1" = 160'-0"



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Russellville, Arkansas

Tower Crane & Hoist Plan

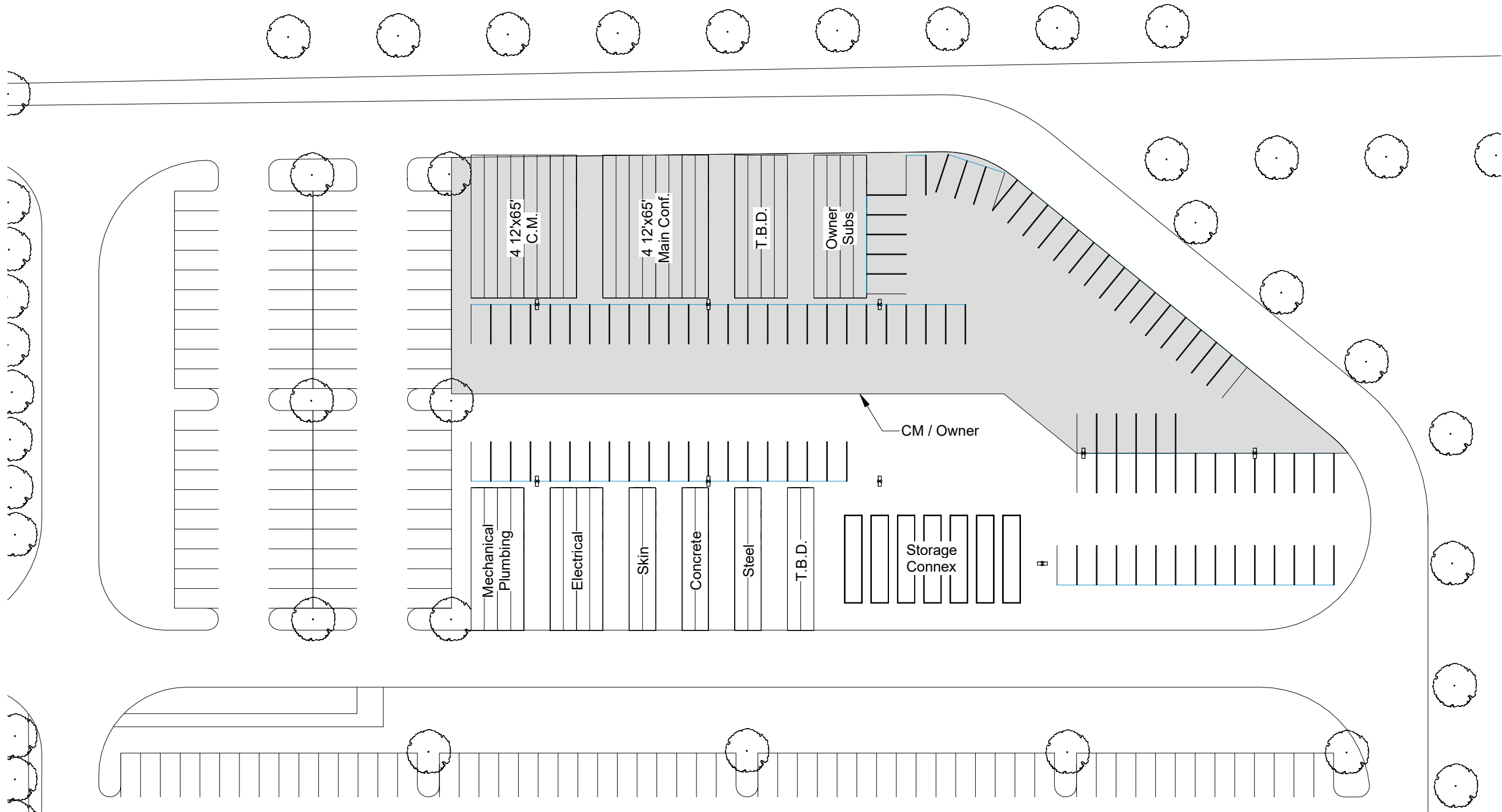
Project #

Date 10/20/22

Drawn by

Z202

Scale 1" = 80'-0"



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



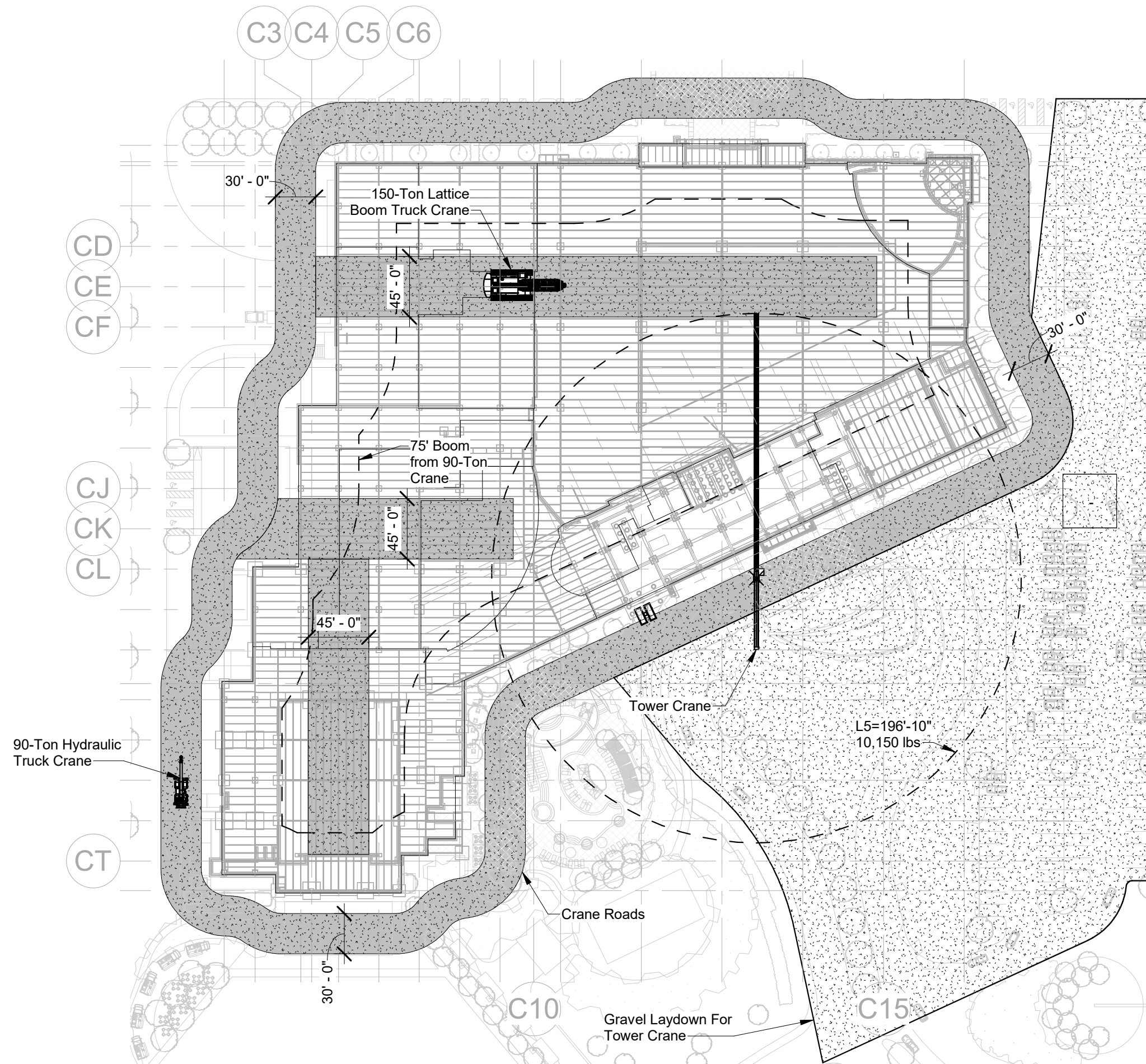
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Russellville, Arkansas

Job Trailer Layout	
Project #	
Date	10/20/22
Drawn by	
Z203	
Scale	1" = 50'-0"



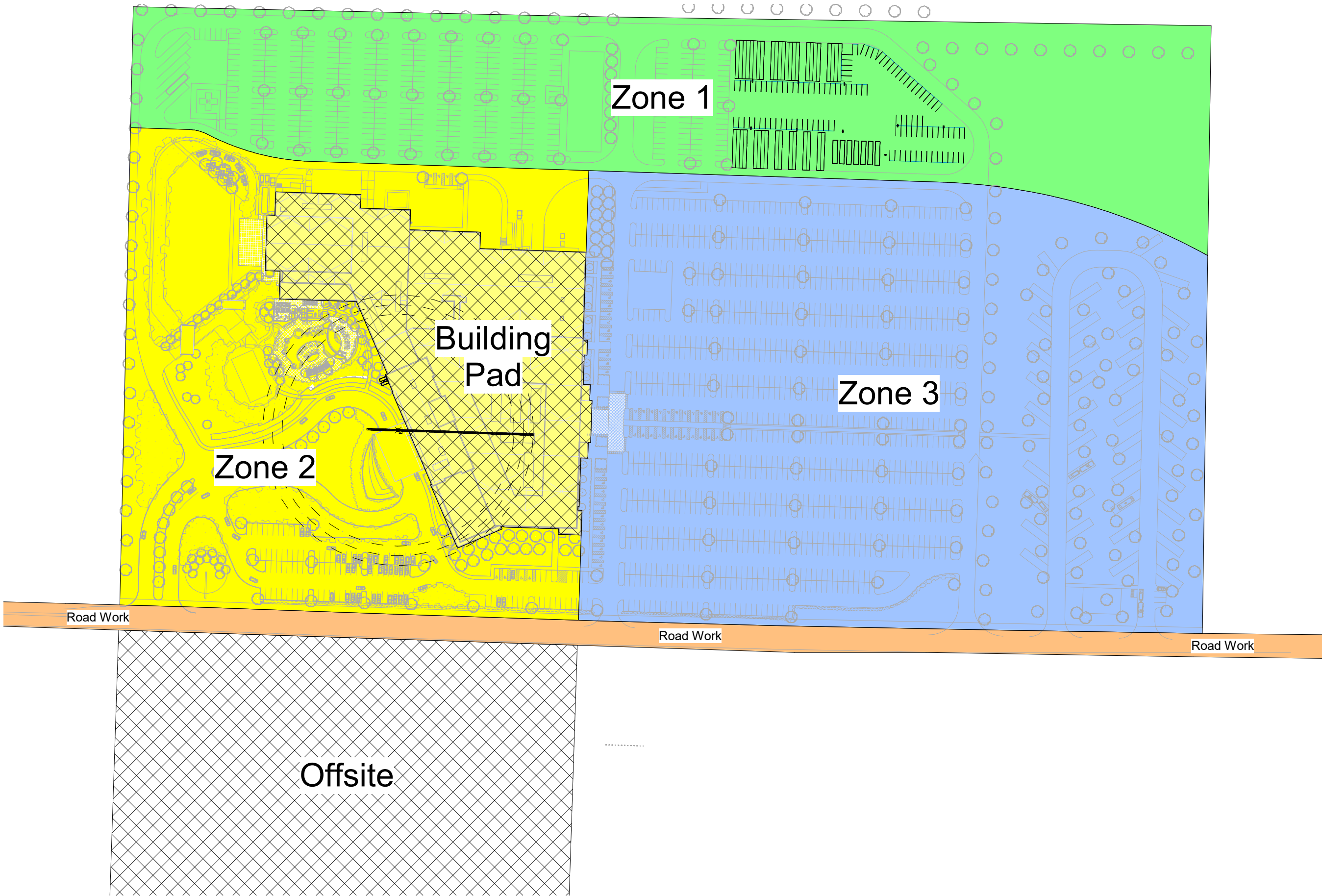
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Russellville, Arkansas

Crane Road Plan	
Project #	
Date	11/1/22
Drawn by	
Z204	
Scale	1" = 80'-0"

① Crane Road Plan
1" = 80'-0"





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



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Site Zone Plan

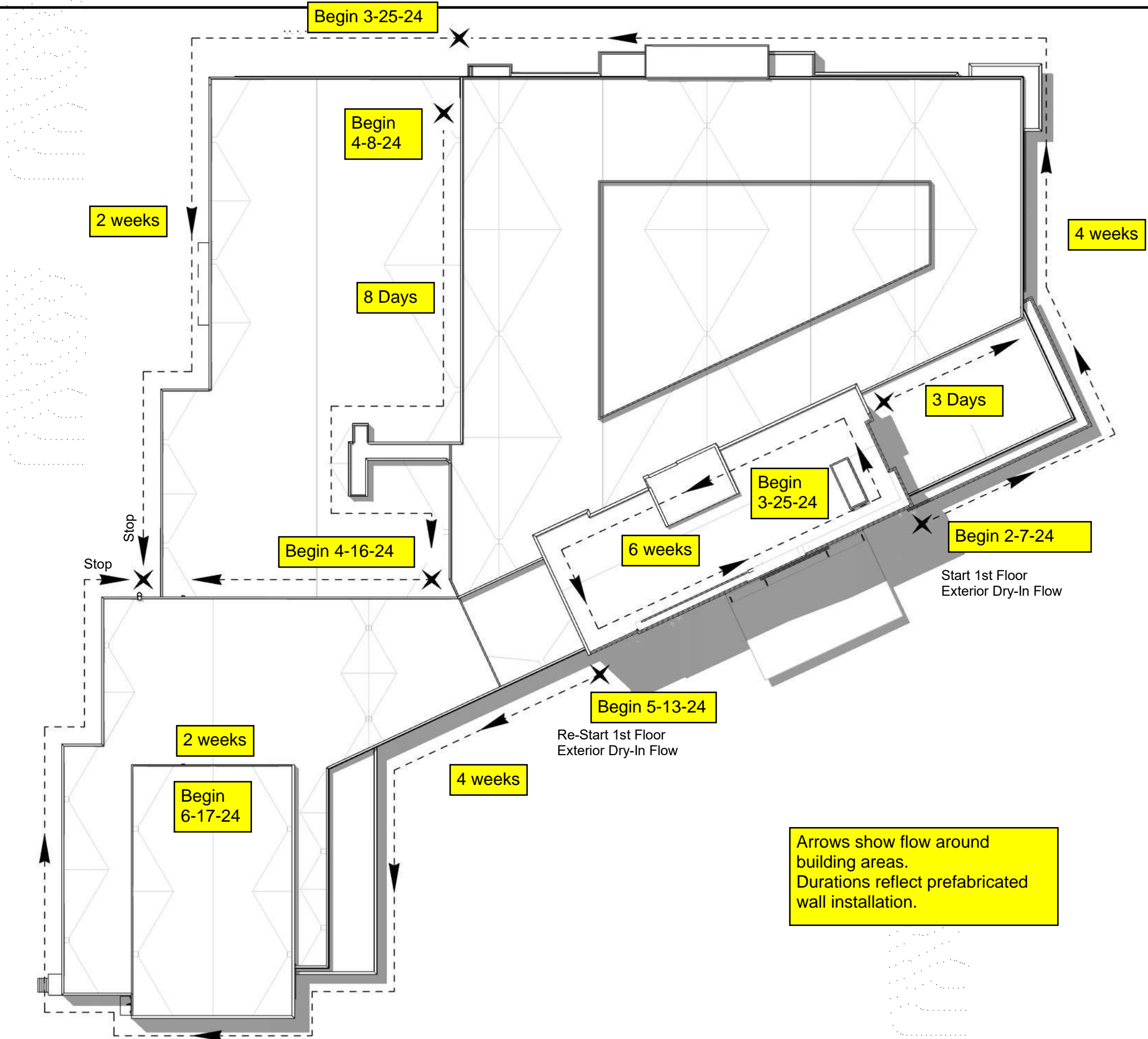
Project #

Date 10/20/22

Drawn by

Z205

Scale 1" = 160'-0"



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"