

# WSU Tech NCAT Expansion Project



## Bid Package #2 Structural

08/06/2025

**CROSSLAND**  
CONSTRUCTION COMPANY, INC.

## REQUEST FOR BIDS:

### WSU Tech NCAT Expansion

#### Project **BID PACKAGE #2**

Crossland Construction Company, hereinafter called the (CM) Construction Manager, will receive bids in care of **Wichita State University Campus of Applied Sciences and Technology dba WSU Tech** via email to [emalloy@crossland.com](mailto:emalloy@crossland.com) or at 3017 N Cypress Dr. Suite A **on or before August 6<sup>th</sup>, 2025 at 12:00 PM for Bid Package #2. Work includes: BUILDING CONCRETE, STRUCTURAL STEEL.**

The **bid shall be emailed, or hand delivered in a sealed envelope** plainly marked and addressed as follow:

If emailed:

- 1) The **name and address of the bidder** shall appear in the email.
- 2) The **Trade Contract Package number and description** you are bidding shall be referenced in the email.
- 3) The email subject shall be: **BID FOR: WSU Tech NCAT Expansion Project BID PACKAGE #2.**

If hand delivered:

- 1) The **name and address of the bidder** shall appear in the upper left-hand corner of the envelope.
- 2) The **Trade Contract Package number and description** you are bidding shall be written on the cover of the envelope.
- 3) The lower left-hand corner of the envelope shall be marked: **BID FOR: WSU Tech NCAT Expansion Project BID PACKAGE #2.** The envelope shall be addressed in the lower right-hand corner to:

**Crossland Construction Company  
Attention: Evan Malloy  
Crossland Construction Company Office  
3017 N Cypress Dr. Suite A  
Wichita, KS, 67226**

All sealed bids will be publicly opened, recorded, and studied for recommendations to the Owner. Bids received after the official stated time or more than ninety-six hours, excluding Saturdays, Sundays and Holidays, before the official stated time set for the opening of bids, will not be accepted. No bids may be submitted, changed, or withdrawn after the time of the opening of the bids.

Crossland Construction Co. & the owner reserves the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner.

Jobsite visits can be arranged through Evan Malloy at 316-391-8124 (cell)

The Plans & Specifications are available at the following link:

<https://crosslandconstruction.box.com/s/sytlceivqlmcxfrsrb14z2xtm165dzy> (Link to Bid Package 2 Plans)

#### Attention to the following bid requirements:

- Complete, sign and include Attachments A, B, C, D, & E found at the end of this bid package document along with your bid form with your sealed bid.
- Performance, payment, and maintenance bonds will be required by the lowest responsible bidder for any subcontract bid over \$100,000. These costs are to be included in your bid amount. **Additionally, a letter from the surety stating sufficient capacity to bond this project that also identifies the bonding rate shall be included in your bid response.**

All questions shall be furnished in writing via email to:

Evan Malloy [emalloy@crossland.com](mailto:emalloy@crossland.com) or at 316-391-8124.

## Work Package Summaries

### WSU Tech NCAT Expansion Project Bid Package #2

**BID DATE: 08/06/2025 at 12:00 PM**

**Bid Location:**

Email to [emallov@crossland.com](mailto:emallov@crossland.com)

or

3017 N Cypress Dr. Suite A  
Wichita, KS 67226

The following Contract (Bid Group) Work Summaries describe the intended scopes of work to be included in each Bid Package quoted under the Crossland Construction Co., Inc. Construction Management Contract. Bids shall include all the requirements of the plans with specifications unless specifically indicated otherwise in this summary. This includes all layout and daily clean up involved with your work. It is the bidder's responsibility to review bidding requirements and forms to insure a complete, safe, and coordinated execution of the Work Package being quoted. Additionally, bidders shall include in their pricing applicable portions of related specification sections normally associated with the work to be performed whether specifically indicated by this Contract Work Summary or not. Should any bidder be unclear as to the scope of work required, he is instructed to contact the Construction Manager for resolution prior to bidding. In the absence of written instruction to the contrary, in matters of specification and/or scope of interpretation, bidders shall include the more costly and complete of the possible interpretations. Awarding of Trade Contracts will be based on best qualified bid. A copy of the contract agreement to be issued to the lowest qualified trade contractor is available for review upon request.

The trade contractor who is awarded this work shall be responsible for attaining and paying for his own plans & specifications and shall include those costs in the bid amount.

Substitution requests must be submitted for review and consideration at least 5 days prior to the bid date. Substitution requests submitted after this time will not be accepted or considered.

**How to submit and what to include in your emailed bid:**

1. Email to [emallov@crossland.com](mailto:emallov@crossland.com)
2. Write in your bid amounts on the Bid Form
3. Include costs for payment and performance bonds in your bid amount if your total bids exceed \$100,000. A letter from the surety stating sufficient capacity to bond this project that also identifies the bonding rate shall be included in your bid response.
4. Sign and complete all information and include attachments A, B, C, D, & E in your email. Make sure you identify receipt of all addenda on attachment A.
5. Items #1 - #4 above to be included in emailed bid and received before 07/02/2025 at 12:00 pm CDT.
6. All bids will be publicly open at 1:00 pm CDT at Crossland Construction Company's office.

**How to submit and what to include in your sealed bid:**

1. The Sealed Bid Envelope to be addressed and filled out as outlined on page 1.
2. Write in your bid amounts on the Bid Form
3. Include costs for payment and performance bonds in your bid amount if your total bids exceed \$100,000. A letter from the surety stating sufficient capacity to bond this project that also identifies the bonding rate shall be included in your bid response.

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4. Sign and complete all information and include attachments A, B, C, D, & E in your sealed envelope. Make sure you identify receipt of all addenda on attachment A.
5. Items #1 - #4 above to be included in your sealed bid and hand delivered to the location identified on page 1 before 07/02/2025 at 12:00 pm CDT.
6. All bids will be publicly open at 1:00 pm CDT at Crossland Construction Company's office.

## TRADE CONTRACT

### 03A Building Concrete

**Work including but not limited to the following:**

**Drawings and Specifications:** See Attached List of Drawings/Specifications

**Project Specific Inclusions:** *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this trade contract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, means of conveyance, supervision and equipment) for a complete and finished system per the contract documents.*

- 1) Building footings and foundations including all excavation, reinforcing, concrete and accessories.
- 2) Perimeter foundation insulation as required.
- 3) Install anchor bolts in foundations provided by others.
- 4) Provide and install non shrink grout on column base plates.
- 5) 5" slab on grade with granular leveling base, vapor barrier, forms and reinforcing.
- 6) 6" slab on grade with granular leveling base, vapor barrier, forms and reinforcing.
- 7) 7" slab on grade with granular leveling base, vapor barrier, forms and reinforcing.
- 8) 4" concrete curb at slab on grade with necessary forms, reinforcing, and accessories as indicated.
- 9) 6" concrete curb at slab on grade with necessary forms, reinforcing, and accessories as indicated.
- 10) 12" thickened slab at stair post supports with necessary reinforcing, and accessories as indicated.
- 11) 5" slab on deck with necessary reinforcing (5-1/2" at dock mezzanine).
- 12) Provide and install reinforcing and concrete at trench drains. Concrete to slope towards trench drains as required for drainage. Coordinate trench drain installation with plumbing contractor.
- 13) Install necessary pour stop/edge angle at all floor slab edges as indicated.
- 14) Install continuous steel angle & shear studs for slab on grade protection at trench drain pits. Material to be provided by others. Per detail 19/S-301-S.
- 15) Install continuous galvanized steel angle for slab on grade protection at hangar door openings. Material to be provided by others. Per detail 12/S-302-S.
- 16) Form, place and finish interior equipment housekeeping pads as required.
- 17) Install pipe bollards provided by others including all necessary excavation, concrete footings, and concrete filling of bollards.
- 18) Include pan-filled stair treads.
- 19) Elevator & sump pits as indicated.
- 20) Joint sealants and expansion joint as required.
- 21) Include winter concrete charges and winter protection in proposal.
- 22) Multiple mobilizations are included as required to complete this scope of work.
- 23) **All spoils are to remain on site and not hauled away. Relocation of spoils to designated area on site is the responsibility of this subcontractor.**

**General Trade Inclusions:** *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Trade Contractor to include all concrete foundations, grade beams, footings, spot footings, spread footings, void forms, vapor barrier, granular fill, slabs on grade, elevated concrete slabs, normal weight concrete roof decks, steel stair pan infill, concrete ramps, concrete housekeeping pads (within building),

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- concrete curing, concrete beams, perimeter insulation and saw cutting.
- 2) Engineering of forms as required will be the responsibility of this Trade Contract.
  - 3) This Trade Contractor shall use its own employees to perform this work and shall not subcontract out more than 50% of this work. References will be requested for verification that this contractor is capable and has the adequate manpower to perform this work. A representative of the Trade Contractor must be present on site if any portion of this work is subcontracted to a third-tier sub.
  - 4) Trade Contractor is to properly dispose of spoils and other waste per contract documents & local municipality requirements. Include all fees and/or permits required for proper waste removal. Provide plan of disposal, including dump locations.
  - 5) Install provided pipe bollards per detail at locations shown within the building.
  - 6) Include all slab-on-grade granular fill, granular sub-base, geofoam, specified vapor barriers or approved alternate, steel reinforcing, rebar, wire mesh, thickened footings and slabs, keyed construction joints, chairs, supports, slab dowels, expansion materials, keyways, saw-cutting, or, any other accessories as required for this scope to provide a complete system.
  - 7) Provide all batter boards and layout for this work. This Trade Contract shall have building corners established by a surveying company; Construction Manager to approve layout.
  - 8) Work shall include all layout, excavation and grading work required for the slab-on-grade thickened edges and slabs.
  - 9) Receive, stage, layout, survey, set, and protect all anchor bolts and nuts. Protect and clean threads to receive nuts. Coordinate the layout of all anchor bolts with the structural steel Trade Contractor prior to setting all anchor bolts (anchor bolts to be provided by the structural steel Trade Contractor). Missed or incorrect placement of anchor bolts will be replaced or fixed at no additional cost.
  - 10) Furnish, receive, offload, stage, inventory, layout, place, tie (this Trade Contractor furnishes tie wire), modify as required by field conditions and install all concrete reinforcement, wire mesh, chairs, slab bolsters. Any and all concrete reinforcement and accessories are to be included under this Trade Contractor.
  - 11) Trade Contractor shall clean up and dispose of all excess concrete and waste as directed by Construction Manager to onsite designated concrete disposal area. At the end of the concrete work the excess concrete spoils shall be removed from the site by this Trade Contractor.
  - 12) Clean-up of all concrete "splatters" on masonry, structural steel, and, other finished products to be the responsibility of this Trade Contractor.
  - 13) Grouting of all column base plates as well as furnishing and installing all isolation joint felt shall be performed by this Trade Contractor.
  - 14) Form and strip all concrete openings required by other Trade Contractors. This is to be coordinated by the Construction Manager.
  - 15) Provide temporary fencing at all open excavations not to be immediately poured.
  - 16) Protect all openings in floor decks with plywood spray painted with "hole" secured to slab.
  - 17) Work shall include backfill of all footings, grade beams, pads, foundations, and miscellaneous concrete structures as required, to provide finished sub-grade elevations ready for slabs-on-grades or finish grading.
  - 18) Trade Contractor shall include a "zip strip" on the top of all expansion joints. Trade Contractor shall remove all "zip strips" and clean joints as directed by Construction Manager.
  - 19) Pointing, rubbing, and finishing as required to provide a complete and finished product to be included in this Trade Contract.
  - 20) Trade Contractor shall follow all cold/hot weather placement and protection procedures required by the Work provided under this Trade Contract, the project schedule, or as directed by Construction Manager. Ice, hot water, admixtures required for any hot/cold weather concrete pours shall be included in this Trade Contract.
  - 21) Any and all curing compound, water-stop and keyways as required by the Contract Documents to be included with this Trade Contract. All curing compounds to be approved by the Construction Manager prior to use and coordinated with all floor coverings to ensure compatibility. Review floor spec with manufacture of compound prior to bidding.
  - 22) Trade Contractor is responsible for all overtime required to comply with, meet and maintain the project

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schedule

- 23) Provide and install all perimeter rigid foundation insulation.
- 24) This Trade Contract includes all items of work covered by the specifications be they named, inferred or normally performed by members of Trade Contractor's industry. For purposes of clarification, we may list items to be included in addition to those which are covered in the plans and specifications.
- 25) The Trade Contractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the Trade Contractor's scope of work. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part of the Trade Contractor's Scope of Work.
- 26) All work shall be accomplished using accepted methods and procedures of the highest recognized standards and shall be done in a neat and workmanlike manner, in accordance with applicable standards and codes and the requirements of the prime contract.
- 27) All work included in this trade contract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 28) Trade Contractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 29) Coordination and phasing of work as required by Crossland Construction Co.
- 30) Include all ADA requirements applicable to system(s) and project.
- 31) Furnish, receive, offload, store, stage, inventory, and, protect all materials from weather damage and/or mud. The Trade Contractor shall be responsible to correct any material damaged or muddied.
- 32) Include travel and mobilizations for field measuring.
- 33) Any damage, as a result of this Trade Contractor's work to adjacent existing structures, finishes, equipment or other tangible aspect of the project and repair, thereof, will be the responsibility of this Trade Contractor.
- 34) Trade Contractor to include daily cleanup of work. Temp labor will be provided at the Trade Contractor's expense if failure to provide daily cleanup is evident, but not before written notice to correct is given to Trade Contractor by Crossland Construction.
- 35) Trade Contractor shall include a final clean of all materials installed by this contract.
- 36) This Trade Contractor shall clean and repair any damages, due to work provided in this contract, to the streets or adjacent areas.
- 37) Trade Contractor is responsible for any track out created by employees, subcontractors, or vendors of said Trade Contractor.
- 38) Trade Contractor shall include any dewatering as necessary to perform scope of work.
- 39) Trade Contractor to include a minimum 40-hr work week. This shall mean work, put in place, by the Trade Contractor and not inclusive of travel time.
- 40) Trade Contractor to include any and all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having jurisdiction inclusive of any fees.
- 41) Trade Contractor to include coordination of testing. Testing to be paid by others, however, costs of a re-test due to failure of the Trade Contractor, shall be paid by the Trade Contractor.
- 42) Trade Contractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to; mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.

**Exclusions:**

1. This project is tax exempt.

**Base Bid:** Includes all building footings, foundations, slabs on grade, slabs on deck and installation of embedded elements in concrete as described above.

**Add/Deduct Alternate:** N/A

## TRADE CONTRACT

### 05A Structural Steel - Supply

**Work including but not limited to the following:**

**Drawings and Specifications:** See Attached List of Drawings/Specifications

**Project Specific Inclusions:** *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this trade contract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, means of conveyance, supervision and equipment) for a complete and finished system per the contract documents.*

- 1) Provide guiderail tubes, base plates, anchor bolts, and any miscellaneous steel as indicated at all elevators.
- 2) Provide all steel, fasteners and accessories for roof frames/deck openings as indicated.
- 3) Provide necessary pour stop/edge angle/closure at all interior floor slab edges as indicated.
- 4) Provide all stair stringers, columns, angles, and accessories as indicated.
- 5) Provide all stair handrails, guard rails, decorative mesh railing system and accessories as indicated.
- 6) Provide all interior handrail/guardrail.
- 7) Provide roof access ships ladder per detail 4/A-524-S.
- 8) Provide continuous galvanized steel angle for slab on grade protection at hangar door openings per detail 12/S-302-S.
- 9) Provide continuous steel angle & shear studs for slab on grade protection at trench drain pits per detail 19/S-301-S.
- 10) Provide all roof screen columns, kickers, coping cap, and steel tubes.
- 11) Include all angles, supports, brackets, plates, bolts, fasteners, and attachments as detailed.
- 12) Provide structural steel support at hangar for light fixtures and HVLS fans.
- 13) Provide service yard enclosure framing, including columns, base plates, anchor bolts, beams, gates, angles, hinges, hardware and coping cap.

**General Trade Inclusions:** *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Trade Contractor shall furnish all structural steel, steel joists, metal decking, nelson studs, canopy frames, anchor bolts, metal stairs, steel bollards, lintels, schedule 40 handrails, fabric structure, dumpster gates, mechanical yard gates, roof gates, roof ladder, and miscellaneous steel.
- 2) Include all columns, beams, tube steel, angles, bridging, outriggers, angle bracing/support for RTU's, openings, roof hatches, trusses, joists, special joists, roof decking, floor decking, joist girders, steel tubes, steel plates, lintels, embed plates (except in precast), turnbuckles, clerestory framing, channels and bracing, tension rods and assembly, and adjustable connections.
- 3) Include supply of dumpster gate, mechanical yard gates and roof deck gates. Include corrugated steel. Provide all miscellaneous hardware required for a complete, finished, and operational system.
- 4) Furnish all expansion anchors, adhesive anchors, epoxy anchors and epoxy required for the materials furnished under this Trade Contract.
- 5) Trade Contractor shall provide all decking, closure angles, bent plate, perimeter angle and misc. required for a complete, finished, and operational system.
- 6) Include tube steel for overhead door tracks. Refer to architectural plans if not found in structural plans.
- 7) Trade Contractor shall provide steel supports, supports for operable partitions, attachments, anchors, plates, angles, and other accessories as shown, or as required for the complete installation of all work.
- 8) Include deck attachment as shown in plans.
- 9) Trade Contractor to provide a prime coat. Galvanizing as required. Paint and primer shall be as specified by the Contract Documents.

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- 10) Provide all shims, expansion anchors, anchor bolts, bent plate, channels, "M" channels, metal deck, tube steel, tube steel girders, lintels, shelf angles, connection plates, bolts, and bracing angles.
- 11) Provide all work required for complete and finished structural steel erection, metal decking erection, metal decking and miscellaneous metals for erection.
- 12) Provide additional bracing at coiling overhead doors in metal studs if required.
- 13) Provide all pipe bollards to be installed by the concrete trade contractor.
- 14) Provide all supports for HVAC equipment on the roof. Locations to be coordinated with the HVAC trade contract.
- 15) All temporary guying, shoring, and bracing as required to provide a safe working environment.
- 16) Steel framing at all roof openings.
- 17) Provide all steel handrails and guardrails inclusive of all setting, anchoring, or attachment methods. Include core drilling or wet setting if applicable. Specialty metal or decorative handrails by others.
- 18) Provide primer for connections and touchup as required.
- 19) Include all moment welds as specified in the contract documents.
- 20) Provide all fasteners and misc. connecting material required for complete and finished systems.
- 21) All welders shall be certified.
- 22) Include AISC requirements as specified for erector and fabricator.
- 23) Provide all diagonal bracing.
- 24) Roof ladders from finish floor to the roof and from the different roof levels on the roof, including cages as shown on the architectural drawings.
- 25) Fabricate and deliver all steel embeds into other materials to the site for installation. Provide coordination of shop drawings for proper layout of embeds.
- 26) Where possible, provide members shop welded/pre-assembled for ease of constructability.
- 27) This Trade Contract includes all items of work covered by the specifications be they named, inferred or normally performed by members of Trade Contractor's industry. For purposes of clarification, we may list items to be included in addition to those which are covered in the plans and specifications.
- 28) The Trade Contractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the Trade Contractor's scope of work. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part of the Trade Contractor's Scope of Work.
- 29) All work shall be accomplished using accepted methods and procedures of the highest recognized standards and shall be done in a neat and workmanlike manner, in accordance with applicable standards and codes and the requirements of the prime contract.
- 30) All work included in this trade contract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 31) Coordination and phasing of work as required by Crossland Construction Co.
- 32) Include all ADA requirements applicable to system(s) and project.
- 33) Include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to; mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.

**Exclusions:**

1. This project is tax exempt.
2. The inclusions of this trade contract represent material supply only, installation is excluded.

**Base Bid:** Includes furnishing of all structural and miscellaneous steel as described above.

**Add/Deduct Alternate:**

Alternate #1 – Furnish and Install Structural Steel and Accessories.

## TRADE CONTRACT

### 05B Structural Steel - Install

**Work including but not limited to the following:**

**Drawings and Specifications:** See Attached List of Drawings/Specifications

**Project Specific Inclusions:** *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this trade contract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, means of conveyance, supervision and equipment) for a complete and finished system per the contract documents.*

- 1) Install guiderail tubes, base plates, anchor bolts, and any miscellaneous steel as indicated at all elevators.
- 2) Install all steel, fasteners and accessories for roof frames/deck openings as indicated.
- 3) Install necessary pour stop/edge angle/closure at all interior floor slab edges as indicated.
- 4) Install all stair stringers, columns, angles, and accessories as indicated.
- 5) Install all stair handrails, guard rails, decorative mesh railing system and accessories as indicated.
- 6) Install all interior handrail/guardrail.
- 7) Install roof access ships ladder per detail 4/A-524-S.
- 8) Install continuous galvanized steel angle for slab on grade protection at hangar door openings per detail 12/S-302-S.
- 9) Install continuous steel angle & shear studs for slab on grade protection at trench drain pits per detail 19/S-301-S.
- 10) Install all roof screen columns, kickers, coping cap, and steel tubes.
- 11) Install all angles, supports, brackets, plates, bolts, fasteners, and attachments as detailed.
- 12) Install structural steel support at hangar for light fixtures and HVLS fans.
- 13) Install service yard enclosure framing, including columns, base plates, anchor bolts, beams, gates, angles, hinges, hardware and coping cap.
- 14) Furnish and install cable safety railing system at mezzanine/slab edges above first floor throughout construction.

**General Trade Inclusions:** *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Trade Contractor shall install all structural steel, steel joists, metal decking, nelson studs, canopy frames, anchor bolts, metal stairs, welded lintels, schedule 40 handrails, dumpster gates, mechanical yard gates, roof ladder, and miscellaneous steel.
- 2) Include all columns, beams, tube steel, angles, bridging, outriggers, angle bracing/support for RTU's, openings, roof hatches, trusses, joists, special joists, roof decking, floor decking, joist girders, steel tubes, steel plates, lintels, embed plates (except in precast), turnbuckles, clerestory framing, channels and bracing, tension rods and assembly, and adjustable connections.
- 3) Include supply and installation of dumpster gate, mechanical yard gates and roof deck gates. Include corrugated steel. Provide all miscellaneous hardware required for a complete, finished, and operational system.
- 4) Furnish all expansion anchors, adhesive anchors, epoxy anchors and epoxy required for the materials furnished under this Trade Contract.
- 5) Trade Contractor shall install all decking, closure angles, bent plate, perimeter angle and misc. required for a complete, finished, and operational system.
- 6) Install tube steel for overhead door tracks. Refer to architectural plans if not found in structural plans.
- 7) Trade Contractor shall install all steel supports, supports for operable partitions, attachments, anchors,

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- plates, angles, and other accessories as shown, or, as required for the complete installation of all work.
- 8) Include deck attachment as shown in plans.
  - 9) Install all shims, expansion anchors, anchor bolts, bent plate, channels, "M" channels, metal deck, tube steel, tube steel girders, lintels, shelf angles, connection plates, bolts, and bracing angles.
  - 10) Provide all work required for complete and finished structural steel erection, metal decking erection, metal decking and miscellaneous metals for erection.
  - 11) Trade Contractor shall be responsible for layout, grades, elevations, application, and cleanup of all welds required for complete and finished systems.
  - 12) Install all clip angles, anchors, bent plates, deck closures, deck supports, expansion anchors, welds, support angles, steel beams, steel columns, bridging, angles, double angles, tube steel, and miscellaneous, as required to provide complete and finished systems.
  - 13) Install supports at metal canopies and entrance roofs as required, if shown on the drawings or required by the specifications.
  - 14) Install all steel and steel bracing required for the storefront and masonry systems.
  - 15) Provide additional bracing at coiling overhead doors in metal studs if required.
  - 16) Include coordination with masonry subcontractor and Construction Manager for embed locations.
  - 17) Trade Contractor shall power-wash and clean structural steel as required to provide a structure free of mud and debris and/or as directed by Construction Manager.
  - 18) Install all supports for HVAC equipment on the roof. Locations to be coordinated with the HVAC trade contract.
  - 19) Trade Contractor shall protect painted surfaces of steel during erection. Any finish on the steel damaged during completion of this Work shall be corrected by this Trade Contractor.
  - 20) All temporary guying, shoring, and bracing as required to provide a safe working environment.
  - 21) Furnish all equipment required to provide complete installation of shear connectors.
  - 22) Install, wire brush, clean and prime all welds, scarred areas, all lintels, anchor devices, guard and steel handrails, steel ladders, and metal stairs.
  - 23) Install steel framing at all roof openings.
  - 24) Install all steel handrails and guardrails inclusive of all setting, anchoring, or attachment methods. Include core drilling or wet setting if applicable. Specialty metal or decorative handrails by others.
  - 25) All work installed by the Trade Contractor will be checked and accepted by the Construction Manager and Drywall Trade Contractor for straightness. Should work be determined by Construction Manager as unacceptable, this Trade Contractor shall rework as required to provide work +/- 1/16".
  - 26) Provide, apply, and cleanup primer for connections and touchup as required.
  - 27) Install all metal closure strips, wet concrete stops, cover plates, opening angle, and all materials furnished by the steel supplier.
  - 28) Include all moment welds as specified in the contract documents.
  - 29) Provide all fasteners, welding rods, and misc. connecting material required for complete and finished systems.
  - 30) All welders shall be certified.
  - 31) Include AISC requirements as specified for erection.
  - 32) Install all required safety rail per OSHA along the perimeter of each floor and to be removed at Construction Manager's request once all work is complete.
  - 33) Install all diagonal bracing.
  - 34) Install roof ladders from finish floor to the roof and from the different roof levels on the roof, including cages as shown on the architectural drawings.
  - 35) This Trade Contract is intended to be all inclusive of labor and equipment required for the scope of work.
  - 36) This Trade Contract includes all items of work covered by the specifications be they named, inferred or normally performed by members of Trade Contractor's industry. For purposes of clarification, we may list items to be included in addition to those which are covered in the plans and specifications.
  - 37) The Trade Contractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the Trade Contractor's scope of work. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part of the Trade Contractor's Scope of Work.

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- 38) All work shall be accomplished using accepted methods and procedures of the highest recognized standards and shall be done in a neat and workmanlike manner, in accordance with applicable standards and codes and the requirements of the prime contract.
- 39) All work included in this trade contract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 40) Trade Contractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 41) Coordination and phasing of work as required by Crossland Construction Co.
- 42) Include all ADA requirements applicable to system(s) and project.
- 43) Furnish, receive, offload, store, stage, inventory, and, protect all materials from weather damage and/or mud. The Trade Contractor shall be responsible to correct any material damaged or muddied.
- 44) Include travel and mobilizations for field measuring.
- 45) Any damage, as a result of this Trade Contractor's work to adjacent existing structures, finishes, equipment or other tangible aspect of the project and repair, thereof, will be the responsibility of this Trade Contractor.
- 46) Trade Contractor to include daily cleanup of work. Temp labor will be provided at the Trade Contractor's expense if failure to provide daily cleanup is evident, but not before written notice to correct is given to Trade Contractor by Crossland Construction.
- 47) Trade Contractor shall include a final clean of all materials installed by this contract.
- 48) This Trade Contractor shall clean and repair any damages, due to work provided in this contract, to the streets or adjacent areas.
- 49) Trade Contractor is responsible for any track out created by employees, subcontractors, or vendors of said Trade Contractor.
- 50) Trade Contractor shall include any dewatering as necessary to perform scope of work.
- 51) Trade Contractor to include a minimum 40-hr work week. This shall mean work, put in place, by the Trade Contractor and not inclusive of travel time.
- 52) Trade Contractor to include any and all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having jurisdiction inclusive of any fees.
- 53) Trade Contractor to include coordination of testing. Testing to be paid by others, however, costs of a re-test due to failure of the Trade Contractor, shall be paid by the Trade Contractor.
- 54) Trade Contractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to; mockups, erection drawings, calculations, certifications, delegated design, engineering, warranties etc.

**Exclusions:**

1. Tax is excluded. Project is tax exempt.

**Base Bid:** Installation of all Structural and Miscellaneous Steel / Metals as described above.

**Add/Deduct Alternate:**

Alternate #1 – Furnish and Install Structural Steel and Accessories.

## **BID PACKAGE GENERAL CONDITIONS**

**Each Trade Contract shall INCLUDE the following list of Work items/directives in the scope and cost of the Trade Contract**

### **1) SUBMITTALS:**

- A. All submittals must be submitted to the CM within 21 calendar days of the execution of the Contract.
- B. Resubmittals must be resubmitted within 10 calendar days of the date of submittal return. Fines in the amount \$500.00 per calendar day for submittals not meeting the aforementioned requirements will be charged to this Contract. Exceptions must be in writing from CM.
- C. Trade Contractor shall submit insurance certificate, bonds, schedule of values, and fully executed Contract Agreement within 10 days of award of Contract.
- D. All shop drawings, submittals, samples, as-builts, test certifications, and owners' manuals as required by the Contract Documents.
- E. Trade Contractor to submit all "final closeout documents" & "letters of conformance" before final payment or reduction in retainage will be made.
- F. Bonds (see Contract Security/Bonds section of Bid Package) will be required. Cost of bonds to be identified on Bid Form.

### **2) CONSTRUCTION:**

- A. The Contract Documents are complementary. What is called for by anyone shall be binding as if called for by all. If there is a conflict in the Contract Documents, the following order of precedence shall govern:
  - 1. Agreement
  - 2. Bid Package/Trade Contract Scope
  - 3. Supplementary Conditions
  - 4. General Conditions
  - 5. Specifications
  - 6. Drawings
  - 7. Geotechnical Report
- B. Trade Contractor shall include all parts, components, work and material required to provide complete, operational, and finished systems in the bid. Any minor Work not specifically mentioned but obviously necessary and considered normal construction practice for the proper completion of the Work, shall be considered as being part of, and included in, the Trade Contract.
- C. The Trade Contractor shall perform all Work called for in the Trade Contract including the furnishing of all equipment, materials, labor, tools, and supervision necessary for the performance of all things necessary for the Work. All Work shall be accomplished in a Workman-like manner with the understanding that the Owner, at its option, furnish any such labor, materials, equipment or supplies, as it deems necessary or desirable within the limits of the Contract Documents.
- D. Each Trade Contractor shall attend weekly progress meetings with involved Trade Contractors, subcontractors, Construction Manager, & the Owner.
- E. Storage required by the Trade Contractor shall be in areas designated by the Construction Manager, storage of materials shall be in trailers, roll offs, or areas outside of the building areas. Areas inside of the building shall not be used for storage. All materials stored on the ground must be stored on dunnage.
- F. Coordination & Phasing of work as required by Construction Manager. Provide all coordination required

for completion of this work with other trades. Coordination must be done in a timely and professional matter. Any and all costs associated with lack of coordination on the part of this Contractor will be charged to this Contract.

- G. Trade Contractor shall provide all layout, staking, grades, and elevations as required by this Contract. Initial building layout will be by the Construction Manager. Daily construction layout, elevations, and layout required by this Trade Contractor shall be included in his Trade Contract.
- H. Trade Contractor shall include all misc. equipment required for permits, freight, receiving, unloading, and installation of the Work furnished in this Trade Contract.
- I. Trade Contractor shall comply with all directions, requirements, and provide all information as required by the Storm Water Prevention Plan Permit(SWPPP).
- J. Trade Contractor shall final clean all material supplied or installed under this Contract.
- K. Trade Contractor shall provide any and all drinking water required by Trade Contractor's employees or Subcontractor's employees.
- L. Any temp electric, fax, & phones required by the Trade Contractor's employees and Trade Contractor's subcontractors.
- M. Trade Contractor shall include all offsets as required to coordinate with other trades.
- N. Trade Contractor shall provide protection of stored materials and finished work. Provide protection necessary to prevent damage to existing improvements, existing vegetation, trees, asphalt, EIFS, utilities, fences, buildings, adjoining properties, and Owner's property. Any and all costs associated with surroundings damaged during the work of this Contract will be the responsibility of this Contract.
- O. Trade Contractor shall include any costs & coordination associated with permits, fees or licenses (as required by your work), and as required to provide complete, operational, & acceptable finished Work.
- P. Trade Contractor shall include all general conditions, overhead, profit, and insurance.
- Q. Trade Contractor is responsible for receiving, offloading, inventory, storing, staging, installation, and connection of all materials or equipment furnished by the Owner that is included in the Work specified in the Trade Contractor Specification Sections (sections identified in Trade Contract's Scope of Work).
- R. Trade Contractor shall provide any cold weather protection required by the Work provided under this Trade Contract.
- S. Trade Contractor shall conduct site operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct roads, walks, or other areas of work unless approved by Construction Manager.

### **3) SAFETY REQUIREMENTS & SITE POLICIES:**

- A. By bidding this Trade Contract, Contractor agrees to comply with CCC Safety Requirements & Site Policies for all employees, subcontractors, and subcontractors' employees. Failure to adhere to jobsite regulations shall result in fines against this Trade Contractors' Contract or termination of the Contract. Fines for violations will be \$500.00 per daily incident. Fines shall be given to a charity of the Owner's choice. Trade Contractor to orientate each employee and subcontractor to these requirements. Each subcontractor shall complete the requirements acknowledgement form (see inclusions).
- B. Trade Contractor shall delegate a competent onsite safety officer. This person shall inspect the site daily for safety issues.
- C. Permission shall be obtained from the Construction Manager prior to taking any vehicle into the building. Only company vehicles shall be allowed on the construction site; all others shall use the employee parking lot designated on the construction site. The company's name and/or shall be visible from a distance of 25' away.
- D. It is the policy of the Owner that no smoking will be permitted in the building once the roof and sidewalls are installed. The fine for smoking in the building shall be \$50 per infraction. All fines will be paid by the Contractor to the Owner's designated charity. All Trade Contractor and sub contractors' employees shall

abide by this policy. Smoking will be permitted in designated areas only.

- E. Confine vehicle parking and all vehicle deliveries to only those areas designated by the Construction Manager.
- F. Trade Contractor shall confine operations to the areas contained within the property lines as shown on the drawings.
- G. Trade Contractor shall provide traffic control as required, in accordance with U.S. Department of Transportation “Manual of Uniform Traffic Control Devices” and the state highway department requirements and/or municipality or other jurisdictional body or the Construction Manager.
- H. Trade Contractor shall provide all materials and/or equipment required to provide a safe work-zone. Safety must meet all OSHA requirements and Crossland Construction Co. safety policies, including hardhats, safety fencing, handrails, and misc. required to comply with OSHA & Crossland safety policies. No exceptions will be made or given. CM will correct items not meeting requirements and any costs associated with this correction will be charged to this Contract.
- I. Trade Contractor shall verify with all local utilities all utility locations and terminations shown on the drawings. Utility locates as required.
- J. Trade Contractor to comply with all directions, requirements, and provide all information as required by the Storm Water Prevention Plan. All requirements of Erosion & Sedimentation Control shall be adhered to.
- K. All the aforementioned rules shall apply as well as the jobsite specific rules. See Attachment “B” for jobsite specific requirements & policies
- L. Trade Contractor and all tiers of subcontractors shall conduct weekly safety meetings on the jobsite. Attendees and minutes of the weekly safety meetings are to be documented.

#### **4) CLEANUP & HOUSEKEEPING:**

- A. Trade Contractor shall include daily cleanup, removal of all trash, debris, and excess materials to dumpster.
- B. Trade Contractor shall clean waste & mud from streets/roads during the work completed in this Trade Contract. Streets shall be thoroughly cleaned and/or swept on a daily basis or more frequently as required by Construction Manager.
- C. In the event the Construction Manager or the Owner feels the project housekeeping and cleanup is not satisfactory, upon written notice, the Construction Manager will provide the necessary cleanup, and all related costs will be at the expense of the Trade Contractor(s).

#### **5) PROJECT SCHEDULE:**

- A. The Trade Contractor shall attend scheduling meetings as required by the Construction Manager and coordination conferences as required by the Construction Manager. These meetings will establish communication, coordination, and cooperation for scheduling. The Trade Contractor shall utilize the Construction schedule for the work as prepared by the Construction Manager. The schedule shall be related to the entire project and shall establish critical dates for performance of this Trade Contract, which affects performance of other Work.
- B. The Trade Contractor shall schedule their forces for a minimum forty (40) hour work week. Should the updated schedule show the Trade Contractor to be behind schedule, the Trade Contractor shall devise a plan for recovery of lost time within 96 hours and submit to the Construction Manager said plan. Once the Construction Manager approves the plan, the Trade Contractor shall institute it immediately. The Trade Contractor shall bear all costs and expenses related to recovery from the Trade Contractor’s delay including costs to other Contractors on the project site.
- C. Trade Contractor shall include all overtime as required to comply with the Project Schedule.

**6) TAXES:**

- A. This IS a Tax-Exempt project. Bidders shall NOT include tax on all applicable costs.

**7) DAILY REPORTS:**

- A. Each Trade Contractor shall file daily with the Construction Manager a daily field report, giving the Trade Contractor's and Subcontractor's name, foreman or superintendent's name, number of workers, and a brief scope of Work for all tiers.
- B. Trade Contractor's superintendent is to checkout with the Construction Manager when demobilizing and leaving the project on either a temporary or permanent basis.

**8) PROJECT CLOSEOUT:**

- A. The Owner reserves the right to take possession and use any completed or partially completed portion of the project, providing it does not interfere with the Contractor's Work. Possession or use of the project shall not be considered final acceptance, nor shall such occupancy relieve the Trade Contractor or Subcontractors of liability to perform any Work that has not been completed at the time of occupancy.
- B. Prior to completion of the Work under this Contract, partial occupancy by the Owner and separate Contractors will be necessary for installation of equipment.
- C. Cooperation in segregation of construction activities is required and is agreed to by the Trade Contractor.
- D. Trade Contractor to submit all "final closeout documents" & "letters of conformance" before final payment or reduction in retainage will be made.

**9) WEATHER:**

- A. Weather delays shall be as defined by contract documents

**10) EROSION/SEDIMENTATION CONTROL / SWPPP:**

- A. Provide dewatering, silt fence, & erosion control for all Work (including excavations, spoils, trenches, and stockpiles) provided by this Trade Contract as required by construction documents & SWPPP.
- B. This Contract to comply with all directions, requirements, and provide all information as required by the Storm Water Prevention Plan.
- C. Any cost associated with rectifying damaged surroundings due to negligence by this Trade Contractor, will be the sole responsibility of this Trade Contractor.
- D. Any cost associated with rectifying damages to the wetland's areas due to negligence by this Trade Contractor will be the sole responsibility of this Trade Contractor.

**11) DAMAGES:**

- A. If the Trade Contractor refuses, neglects, or fails to complete the Work within the time stated at each Phase in the Trade Contract Schedule, then the Trade Contractor and the Trade Contractor's surety, if any, shall be liable for and shall pay the Construction Manager, not as a penalty but as liquidated damages, the sum of five-hundred fifty dollars (\$500.00) for each calendar day that the Trade Contractor is in default after the time stipulated in the Trade Contract Schedule for completing the Work of each Phase until the Work is Substantially Complete. The Construction Manager may withhold from payments due the Trade

Contractor, such amounts as may be assessed as liquidated damages. Upon Substantial and Final Completion of the Work, the Construction Manager may adjust the Contract Sum by the amount of the assessed liquidated damages.

**12) UNIT PRICES:**

- A. For CM/Owner information, provide all Unit Prices.
- B. The unit prices shall include all labor, material (including waste), tools, equipment, general conditions, overhead, profit, bond, and inclusions/exclusions per the base Contract.
- C. The contractor shall be paid for actual measured quantity of work multiplied times the unit price. Waste factors shall be included in the unit price.
- D. **NOTE:** The request for this information does not change unclassified excavation specified in base bid.

**13) CHANGES:**

- A. Contractor's markup, overhead, and profit on change orders are not to exceed ten percent (10%) combined or as dictated in the contract documents.
- B. Subcontractor must submit any changes in cost to adjust the Contract amount by use of written Change Order. Neither the CM nor the Owner will accept any adjustments from the Trade Contractor, except for those submitted as a written Change Order Request with a cost breakdown. Change orders are not to be billed until an official Change Order is issued by CM.
- C. Trade Contractor to adhere to all CM accounting requirements.

**14) CONTRACT SECURITY/BONDS:**

- A. For Subcontracts at or above \$100,000.00 the Trade Contractor shall furnish the following surety bonds, (with sufficient sureties to be approved by the Owner), when the contract is awarded:
  - 1. Performance Bond - 100% of Contract
  - 2. Guarantee/Warranty Bonds - 100% of Contract – As required for any Right of Way work.
- B. If required - Warranty Bonds shall guarantee against and shall remedy any defect due to faulty materials or workmanship and shall pay for any damages to other work resulting therefrom, which may appear from within a period of one year from the date of completion as evidenced by the date of the final acceptance of the project.

**16) PAYMENT:**

- A. Trade Contractor shall bill the CM by the 20<sup>th</sup> of each month.
- B. Trade Contractor shall submit a schedule of values with the signed Trade Contract Agreement. CM will approve the schedule of values before the first billing by Trade Contractor.
- C. Trade Contractor shall submit a Request for Payment on AIA forms.
- D. As-built drawings & owner's manuals are to be a line item on the schedule of values.
- E. The Owner/CM will hold ten percent (5%) retainage throughout the Project. Upon completion of the Work provided by this Trade Contractor, the Work will be reviewed by the CM, Architect and Owner for conformance with the Contract Documents. Once accepted by the CM, Architect and Owner the Trade Contractor may submit a pay requisition for release for retainage.
- F. Trade Contractor shall submit statement that the Work provided by the Trade Contractor is complete.

- G. Trade Contractor shall submit all as-built drawings, owners' manuals, and extra materials before submitting final payment.

**17) DEFINITIONS:**

- A. The term "Owner" shall mean WSU Tech and/or the person or entity identified as such and is referred to throughout the Contract Documents as if singular in number.
- B. The "Construction Manager" shall mean Crossland Construction Company, Inc. and/or the Construction Manager's employee or representative with authorization to act on behalf of the Construction Manager.
- C. The term "Architect/Engineer", "Architect", and/or "Engineer" shall mean the consulting "Architect" and/or consulting "Engineer" who prepared the Contract Documents for the Project and whose name and address appears on the Project Documents.
- D. The term "Trade Contractor" shall mean the person, persons, partnership, company, firm, or corporation entering into the Contract for the performance of the Work required by it, and the legal representative of said party, or agent appointed to act for said party in the performance of the Work.
- E. The term "Contract" shall mean collectively, the Agreement, Bid Package, General Conditions, Special Conditions, Supplementary Conditions, Specifications, Drawings, and the Addenda issued prior to execution of the Agreement, or other documents listed in the Agreement and modifications issued after execution of the Agreement.
- F. The term "Subcontractor" shall mean a person or entity that has a direct Contract or an assigned Contract with a Contractor to perform any of the Work at the site. The term Subcontractor means a Subcontractor or a Subcontractor's authorized representative.
- G. The term "Work" shall mean the entire completed construction of the various separately identifiable parts thereof required to be furnished under the Contract Documents.
- H. The term "Change Order" shall refer to the only document that can change the requirements of the Contract. Verbal instructions, notes, memos, RFI responses, and other communication not in the form of a change order cannot change the Contract.
- I. The term "Substantial Completion" is the stage in the progress of the work or designated portion thereof that is sufficiently complete in accordance with the Contract Documents so the Owner can utilize the Work for its intended use.
- J. The term "Nonconforming Work" shall mean portions of the Work that do not comply with the Contract Documents and reference standards.
- K. The term "As Required" shall mean Work or an item of work that shall be executed/completed by the Trade Contractor as directed by the Owner, Architect, Engineer, Authorities having Jurisdiction, or the Construction Manager and/or work that is required by the Contract Documents to provide complete, operational, and finished Work.
- L. The term "Complete" shall mean all Work included in the Contract Documents, and/or to provide Work finished and ready for fully loaded operation.
- M. The term "Provide" shall mean furnishing materials, installing materials, and any other Work required to furnish complete and finished systems as described

## BID FORM

(Include Attachments A, B, C, D & E along with this bid form and your bid bond in your sealed envelope)

**Company Name:** \_\_\_\_\_

**Estimator Name:** \_\_\_\_\_

**Estimator Phone:** \_\_\_\_\_

**Estimator E-Mail:** \_\_\_\_\_

### **Trade Contract 03A-Building Concrete**

Base Bid (including payment/performance bond costs if over \$100,000).....\$ \_\_\_\_\_

### **Trade Contract 05A – Structural Steel - Supply**

Base Bid (including payment/performance bond costs if over \$100,000).....\$ \_\_\_\_\_

Alternate #1 – Furnish and Install Structural Steel and Accessories.....\$ \_\_\_\_\_

### **Trade Contract 05B – Structural Steel - Install**

Base Bid (including payment/performance bond costs if over \$100,000).....\$ \_\_\_\_\_

Alternate #1 – Furnish and Install Structural Steel and Accessories.....\$ \_\_\_\_\_

**\*\*The Following Attachments A, B, C, D, & E are to be included in your Sealed Bid Envelope\*\***

### **Trade Contract Attachment “A”**

The Bidder hereby agrees to commence work under this Contract on a date to be specified in a written “Notice to Proceed” by Crossland Construction Co. and to fully complete the Project within the time specified.

**WSU Tech and/or Crossland Construction Co. reserve the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner.**

In the event a Contract is awarded to the successful Bidder, it shall be executed within ten (10) days. The Bidder shall return with his executed Contract all Performance Payment Bonds, Statutory Bonds, Warranty Bonds and Insurance Provisions as required by the Supplementary Conditions and the Trade Contract’s scope of work.

If the successful Bidder fails or refuses to enter into a Contract as required by the Owner or fails to provide the required bonds and insurance to the Owner, within the time limited, said Bidder shall forfeit to the Owner the difference between the low bid of said defaulting bidder and the amount of the bid of the Bidder to whom the Contract is subsequently awarded and the cost, if any, of republication of notice to bidders and all actual expense incurred by reason Bidder’s default. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited to the Owner as liquidated damages and not as a penalty. Negligence on the part of Bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this Provision.

**BIDDER ACKNOWLEDGES ADDENDUM/ADDENDA** \_\_\_\_\_

**BIDDERACKNOWLEDGESATTACHMENTS“A”THRU“E”** \_\_\_\_\_

**Attachments:**

- Attachment “A” - The Affidavit of Non-Discrimination & Non-Segregation
- Attachment “B” - Trade Contract, Subcontractor, & Employee Jobsite Rules
- Attachment “C” – Safety Requirements & Jobsite Policies
- Attachment “D” - List of Drawings/Specifications
- Attachment “E” – Insurance Minimum Requirements

Kansas License# \_\_\_\_\_

Respectfully Submitted by,

Affix Seal

\_\_\_\_\_  
Bidding Firm

\_\_\_\_\_  
Corporation, Partnership, etc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

TRADE CONTRACT ATTACHMENT “B”

AFFIDAVIT OF NONDISCRIMINATION, NON-SEGREGATED FACILITIES

ANTI-COLLUSION AND BUSINESS RELATIONSHIPS

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned of lawful age, being first duly sworn upon oath, deposes and states that I am the duly authorized agent of the bidder submitting the attached bid and am authorized by said Bidder to execute the within affidavit.

I further swear that if said Bidder is successful on this project, it will not discriminate against anyone in employment or employment practice because of race, color, religion, sex or national origin. The undersigned further states that said Bidder will comply with all federal and state laws and execute orders concerning the subject of nondiscrimination.

The undersigned further states that said Bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions to perform their services at any location under its control, where segregated facilities are maintained. The Bidder further agrees that a violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereto. Said Bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand (\$10,000.00) which are not exempt from the provisions of the equal opportunity laws, and that said Bidder will retain such certifications in its files.

The undersigned further states that said Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from building; or with any state official or employees as to quantity, quality or price in discussions between Bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and the Bidder/Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or any other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the Architect, Engineer or other party to this project; or any such business relationships between any officer or director of the Bidder and any officer or director of the Architectural Engineering firm or other party to the project are described as follows:

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

NAME OF BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## TRADE CONTRACT ATTACHMENT “C”

### Safety Requirements & Site Policies

1. Workers shall report unsafe conditions to their supervisors immediately. No worker shall be required or knowingly be permitted to work in an unsafe place, unless for the purpose of correcting the hazard and then only after all safety precautions have been implemented.
2. Safe work habits are a must. Report any unsafe conditions or performances to Construction Manager. Follow all Crossland safety rules and procedures. Crossland’s safety manual is posted in office.
3. Suitable clothing for construction shall be worn on the construction site. Shirts with sleeves (at least t-shirt length) and full-length pants shall be required. Polyester or similar material is not allowed; No Shorts, No Tennis Shoes, and No Tank Tops. Proper Leather Hard Soled Shoes, and appropriate safety equipment shall be worn at all times. No “tennis shoes” will be allowed.
4. All employees on site shall wear hard hats that meet the requirements of ANSI Z89.1-1997 at all times outside the area designated as Trailer Row. Hard hats shall be worn in such a manner that the hat brim is positioned in front at all times. Hard hats may be worn backwards at the discretion of the Construction Manager. This includes all equipment operators, vehicle and truck drivers of contractors and material suppliers delivering to the site. Hard hats are required at all times on project. No exceptions. Hard hats will not be furnished by Crossland.
5. Protect and respect others work.
6. Lunch trash is to be deposited in trash cans. No exceptions.
7. Keep your work areas clean. Sweep areas at end of each day.
8. No urinating in or around buildings. Anyone caught will be removed from project and cannot return at any time.
9. Concealed weapons will not be allowed on project. Anyone having such will be permanently removed from project.
10. No removal of excess materials or scraps from project.
11. Posted speed limit shall be adhered to at all times: **10 mph** on designated haul roads, **5 mph** inside the building, on the building pad, trailer row, and other areas not designated at 10 mph. 20 mph may be permitted for site/civil work away from the pad areas and away from other trades at the discretion of the Construction Manager.
12. Seatbelts shall be worn at all times in vehicles including heavy equipment. All heavy equipment shall have

rollover protection and seatbelts.

13. No one shall ride in a vehicle or mobile equipment unless they are on a seat. Exceptions: Scissors and boom Lifts. Riding in the back of pick-ups shall not be allowed.
14. All heavy equipment including: cranes, forklifts, etc. shall have a reverse signal/back-up alarm audible above surrounding background noise.
15. No catering services shall be permitted onsite.
16. Excavation work shall be performed in accordance with 29 CFR 1926 Subpart P.
  - ☐ Flagging and/or suitable warning devices will be required around all trench and excavation work at least three (3) feet (this distance can be exceeded if site specific required) from the edge of the excavation.
  - ☐ A safe means of access and egress shall be provided from excavations regardless of their depth at intervals that provide no more than 25 feet of lateral travel.
  - ☐ A competent person shall be present anytime excavation work is performed.
17. Persons working on any aerial lift shall be tied off, at all times, to a platform tie-off point or a similar safety device securely attached to the structure of the lift.
18. In the building, all lifts shall be propane or electrically powered with non-marking tires. Gasoline or diesel-powered lifts shall not be used in the building. Any costs associated with cleanup of floors due to damages caused by lifts will be charged to the Trade Contractor. Any changes to this requirement are at the discretion of the Construction Manager.
19. All propane tanks shall be stored in a tank farm. (Including empty tanks)
20. A fire watch shall be stationed to provide coverage for each welding, cutting, and other hot work operations. A fire watch may cover multiple operations with a 100-foot radius of them. In order for a fire watch to cover multiple operations, they shall have a clear line of sight to each operation and an unobstructed pathway to each operation. Fire watches shall have no collateral duties.
21. Ladders shall reach three feet above the landing for safe access. All ladders shall be positioned on a stable surface and secured to prevent displacement. All ladders shall be fiberglass. Step ladders and extension ladders are not acceptable as stairs. Each contractor is responsible for providing stairs into the building for their employees. Damaged ladders shall be removed immediately from the jobsite.
22. All electrical power tools and/or equipment shall be plugged into a ground fault circuit protection (GFCI). At the source of electrical power. All frayed and/or damaged electrical cords shall be removed from service and repaired. Cords shall not be tied into knots.
23. Only UL-approved metal fuel cans with flame arresters and self-closing pour spouts shall be allowed on sight. Fuel cans shall not be stored inside the building, or inside trailers. Cans shall be brought inside the building only to fuel equipment and then removed immediately.
24. All chemical materials used shall have a Material Safety Data Sheet (MSDS) filed with Construction Manager and posted in an area where work is being performed.
25. Electrical Panels shall not be accessed by anyone. Only those authorized by Construction Manager shall have access to the electrical panels.
26. Flag, barricade, or sign areas to keep employees from exposures to potentially hazardous work conditions.
27. All underground electrical utilities shall be located prior to any excavation work occurring. The electrical contractor shall be notified to assist with this location. As-built drawings and electronic location shall be used to locate all underground electrical utilities. Contractors working around overhead electrical lines shall ensure

WSU Tech NCAT Expansion Project – Bid Package #02

that all equipment, materials, and personnel are at least 10 feet from the overhead lines.

28. As described in each Contractor's Safety Program work permits shall be utilized for those work activities that specifically require them. (Examples are confined space, electrical hot work, welding, painting, work where underground utilities are present, etc.).
29. All employees shall OBEY all posted safety signs.
30. Clean up and housekeeping shall be top priority. This project shall be kept clean and orderly at all times. The work area SHALL be cleaned on a continuous basis; no debris or trash will be permitted. Dumpsters shall not be backed up to any location of the building. They shall be maintained at a minimum distance of 50 feet from the building.
31. Glass containers of any kind shall not be brought onto the construction site.
32. Each fuel storage tank brought onto the construction site shall be provided with its own secondary containment unit. The use of earthen dikes shall not be allowed. All fuel tanks shall be grounded in accordance with NFPA requirements.
33. Concrete trucks shall have all concrete chutes removed, with top chute in the raised and locked position while traveling on the jobsite.
34. Storage required by the Contractor shall be in areas designated by the Owner. All materials on the construction site shall be stored/staged on dunnage.
35. No one will be allowed to move a trailer or any other device for living on site.
36. It is a policy of the Owner that no smoking will be permitted in the building once the roof and sidewalls are installed. The fine for smoking in the building shall be \$50 per infraction. All fines will be paid by the Contractor to the Owner's designated charity. All Contractor and Subcontractor employees shall abide by this policy.
37. There will be no smoking/tobacco products, eating or drinking (with the exception of water) when the roof of the building goes up. There will also be no smoking/tobacco products, eating, or drinking (with the exception of water) on the finished floors. Smoking will be permitted in designated areas only.
38. Confine vehicle parking and all vehicle deliveries to only those areas designated by the Construction Manager.
39. No parking in construction area. Designated parking areas only.
40. Only company vehicles shall be allowed on the construction site; all others shall use the employee parking lot designated on the construction site.
41. Permission shall be obtained from Construction Manager prior to taking any vehicle into the building.
42. All employees shall conduct themselves in a worker like manner at all times. Any other personnel, horseplay or disruptive activities of any kind shall result in immediate dismissal/removal from the job site.

**I hereby attest by my signature that I have read and understand these Safety Requirements and Site Policies, and I will abide by them. I also understand that they may be jobsite specific amended or modified at any time at the discretion of Crossland Construction.**

Respectfully Submitted by,

Affix Seal

\_\_\_\_\_  
Bidding Firm

\_\_\_\_\_  
Corporation, Partnership, etc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

## TRADE CONTRACT ATTACHMENT “D”

**Trade Contract Drawing/Specification Package**

I hereby attest by my signature that I have read and understand the drawings, as listed below, for their intended use. I also understand that they may be jobsite specific amended or modified at any time at the discretion of Crossland Construction, but not without prior written notification to the Trade Contractor.

**WSU Tech NCAT Expansion Project:**

**Drawings dated 06/18/2025 as may be amended via addenda during the bidding process:**

Drawing Number	Description	Date Issued
<b>General</b>		
G-001-S	Cover Sheet	6-18-2025
G-002-S	Sheet Index	6-18-2025
G-101-S	Code Summary	6-18-2025
G-102-S	First Floor Code Plan	6-18-2025
G-103-S	Second Floor Code Plan	6-18-2025
G-111-S	Typical Mounting Heights and Clearances	6-18-2025
<b>Civil</b>		
V-101-S	Existing Conditions	6-4-2025
C-001-S	Civil General Notes	6-4-2025
CD101-S	Demolition Plan	6-4-2025
CS101-S	Site Plan	6-4-2025
CS102-S	Geometry Plan	6-4-2025
CS103-S	Geometry Table	6-4-2025
CS104-S	Jointing Plan	6-4-2025
CS501-S	Site Details	6-4-2025
CS502-S	Paving Details	6-4-2025
CG101-S	Grading Plan	6-4-2025
CG102-S	Channel Grading Plan	6-4-2025
CG103-S	Grading Details	6-4-2025
CG104-S	Erosion Control Plan	6-4-2025
CG501-S	Erosion Control Details 1	6-4-2025
CG502-S	Erosion Control Details 2	6-4-2025
CG503-S	Erosion Control Details 3	6-4-2025
CG504-S	Erosion Control Details 4	6-4-2025
CG505-S	Erosion Control Details 5	6-4-2025
CU101-S	Utility Plan	6-4-2025
CU501-S	Utility Details	6-4-2025
CU210-S	PPS Title Sheet	6-4-2025
CU211-S	Sanitary Sewer 1 Plan & Profile	6-4-2025
CU212-S	Sanitary Sewer 1 Plan & Profile Cont.	6-4-2025
CU213-S	Precast Manhole Details	6-4-2025
CU214-S	Precast Manhole Frame and Cover Detail	6-4-2025
CU220-S	PPW Title Sheet	6-4-2025
CU221-S	Fireline 1&2 Plan & Profile	6-4-2025
CU222-S	Waterline Details	6-4-2025
CU223-S	Waterline Details	6-4-2025
CU224-S	Waterline Details	6-4-2025
CU230-S	PPD Title Sheet	6-4-2025
CU231-S	PPD Key Plan	6-4-2025
CU232-S	Storm Sewer 1 Plan & Profile	6-4-2025

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CU233-S	Storm Sewer 2 Plan & Profile	6-4-2025
CU234-S	Manhole Details	6-4-2025
CU235-S	Manhole Frame Details	6-4-2025
CU236-S	Grated Driveway Inlet Details	6-4-2025
CU237-S	Curb Inlet Details	6-4-2025
CU238-S	Pavement Underdrain Details	6-4-2025
CU239-S	Area Inlet Details	6-4-2025
CU240-S	Headwall Details	6-4-2025
CU241-S	ERU Plan	6-4-2025
<b>Landscape</b>		
L-010-S	Landscape General Notes	6-18-2025
LS101-S	Landscape Site Plan	6-18-2025
LS401-S	Landscape Site Enlargement	6-18-2025
LS402-S	Landscape Site Layout	6-18-2025
LS501-S	Landscape Site Details	6-18-2025
LS502-S	Landscape Site Details	6-18-2025
LI101-S	Irrigation Plan	6-18-2025
LP101-S	Planting Plan	6-18-2025
LP501-S	Planting Details	6-18-2025
<b>Structural</b>		
S-001-S	General Notes	6-18-2025
S-002-S	General Notes	6-18-2025
S-003-S	Load Diagrams	6-18-2025
S-101-S	Founding Plan – Overall	6-18-2025
S-101A-S	Partial Foundation Plan – Area A	6-18-2025
S-101B-S	Partial Foundation Plan – Area B	6-18-2025
S-101C-S	Partial Foundation Plan – Area C	6-18-2025
S-102-S	Second Floor Framing Plan – Overall	6-18-2025
S-102A-S	Partial Second Floor Framing Plan – Area A	6-18-2025
S-102B-S	Partial Second Floor Framing Plan – Area B	6-18-2025
S-102C-S	Partial Second Floor Framing Plan – Area C	6-18-2025
S-103-S	Roof Framing Plan – Overall	6-18-2025
S-103A-S	Partial Roof Framing Plan – Area A	6-18-2025
S-103B-S	Partial Roof Framing Plan – Area B	6-18-2025
S-103C-S	Partial Roof Framing Plan – Area C	6-18-2025
S-104-S	High Roof Framing Plan – Overall	6-18-2025
S-104A-S	High Roof Framing Plan	6-18-2025
S-201-S	Exterior Wall Elevations	6-18-2025
S-202-S	Interior & Exterior Wall Elevations	6-18-2025
S-211-S	Building Sections	6-18-2025
S-221-S	Vertical Brace Elevations	6-18-2025
S-231-S	Vertical Brace Connection Details	6-18-2025
S-301-S	Foundation Details	6-18-2025
S-302-S	Foundation Details	6-18-2025
S-303-S	Foundation Details	6-18-2025
S-304-S	Foundation Details	6-18-2025
S-305-S	Foundation Details	6-18-2025
S-306-S	Foundation Details	6-18-2025
S-401-S	Floor Framing Details	6-18-2025
S-402-S	Floor Framing Details	6-18-2025
S-403-S	Floor Framing Details	6-18-2025
S-404-S	Floor Framing Details	6-18-2025
S-405-S	Floor Framing Details	6-18-2025
S-406-S	Floor Framing Details	6-18-2025
S-501-S	Roof Framing Details	6-18-2025
S-502-S	Roof Framing Details	6-18-2025
S-503-S	Roof Framing Details	6-18-2025
S-504-S	Roof Framing Details	6-18-2025
S-505-S	Roof Framing Details	6-18-2025
S-506-S	Roof Framing Details	6-18-2025

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S-507-S	Roof Framing Details	6-18-2025
S-508-S	Roof Framing Details	6-18-2025
S-509-S	Roof Framing Details	6-18-2025
<b>Architectural</b>		
A-001-S	General Notes, Legends, Symbols, & Abbreviations	6-18-2025
A-101-S	Reference Plan – First Floor	6-18-2025
A-101A-S	First Floor Plan – Area A	6-18-2025
A-101B-S	First Floor Plan – Area B	6-18-2025
A-101C-S	First Floor Plan – Area C	6-18-2025
A-102-S	Reference Plan – Second Floor	6-18-2025
A-102A-S	Second Floor Plan – Area A	6-18-2025
A-102B-S	Second Floor Plan – Area B	6-18-2025
A-102C-S	Second Floor Plan – Area C	6-18-2025
A-121-S	Roof Plan	6-18-2025
A-201-S	Exterior Building Elevations	6-18-2025
A-202-S	Enlarged Exterior Building Elevations	6-18-2025
A-203-S	Enlarged Exterior Building Elevations	6-18-2025
A-204-S	Enlarged Exterior Building Elevations	6-18-2025
A-205-S	Enlarged Exterior Building Elevations	6-18-2025
A-301-S	Building Sections	6-18-2025
A-311-S	Wall Sections	6-18-2025
A-312-S	Wall Sections	6-18-2025
A-313-S	Wall Sections	6-18-2025
A-314-S	Wall Sections	6-18-2025
A-401-S	Enlarged Restroom Plans	6-18-2025
A-431-S	Enlarged Stair Plans and Sections	6-18-2025
A-432-S	Enlarged Stair Plans and Sections	6-18-2025
A-433-S	Enlarged Stair Plans and Sections	6-18-2025
A-434-S	Enlarged Stair Plans and Sections	6-18-2025
A-435-S	Enlarged Elevator Plans and Sections	6-18-2025
A-436-S	Service Yard Enclosure Plans & Details	6-18-2025
A-521-S	Roof Details	6-18-2025
A-522-S	Roof Details	6-18-2025
A-523-S	Roof Details	6-18-2025
A-524-S	Roof Details	6-18-2025
A-531-S	Section Details	6-18-2025
A-532-S	Section Details	6-18-2025
A-541-S	Door and Glazing Details	6-18-2025
A-551-S	Glazing Details	6-18-2025
A-552-S	Glazing Details	6-18-2025
A-561-S	Typical Stair and Elevator Details	6-18-2025
A-601-S	Interior Partition Schedule	6-18-2025
A-602-S	Exterior Partition Schedule	6-18-2025
A-611-S	Door Schedule	6-18-2025
A-621-S	Glazing/Window Schedule	6-18-2025
A-622-S	Glazing/Window Schedule	6-18-2025
<b>Plumbing</b>		
MP001-S	Mechanical Cover Sheet	6-18-2025
P-101-S	Plumbing Overall – First Floor	6-18-2025
P-101A-S	First Floor Plumbing Plan – Area A	6-18-2025
P-101B-S	First Floor Plumbing Plan – Area B	6-18-2025
P-101C-S	First Floor Plumbing Plan – Area C	6-18-2025
P-201-S	Plumbing Overall – Second Floor	6-18-2025
P-201A-S	Second Floor Plumbing Plan – Area A	6-18-2025
P-201B-S	Second Floor Plumbing Plan – Area B	6-18-2025
P-201C-S	Second Floor Plumbing Plan – Area C	6-18-2025
P-401-S	Plumbing Enlarged Plans	6-18-2025
P-501-S	Plumbing Details	6-18-2025
P-601-S	Plumbing Schedules	6-18-2025
<b>Mechanical</b>		

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M-101-S	Mechanical Overall – First Floor	6-18-2025
M-101A-S	First Floor Mechanical Plan – Area A	6-18-2025
M-101B-S	First Floor Mechanical Plan – Area B	6-18-2025
M-101C-S	First Floor Mechanical Plan – Area C	6-18-2025
M-201-S	Mechanical Overall – Second Floor	6-18-2025
M-201A-S	Second Floor Mechanical Plan – Area A	6-18-2025
M-201B-S	Second Floor Mechanical Plan – Area B	6-18-2025
M-201C-S	Second Floor Mechanical Plan – Area C	6-18-2025
M-301-S	Mechanical Overall – Roof Plan	6-18-2025
M-501-S	HVAC Details	6-18-2025
M-601-S	Mechanical Schedules	6-18-2025
<b>Electrical</b>		
E-001-S	Electrical General Notes and Symbols	6-18-2025
E-111-S	Electrical Site Plans	6-18-2025
E-601-S	Electrical One-Line Diagram 1 of 2	6-18-2025
E-602-S	Electrical One-Line Diagram 2 of 2	6-18-2025
<b>Technology</b>		
T-111-S	Technology Site Plan	6-18-2025

**Other Reports to be included as part of the contract documents:**

- **Crossland Construction Bid Package #2, Dated 08/06/2025**
- **Geotechnical Engineering Report as prepared by GSI, Dated 10/25/2024**

NAME OF BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

## TRADE CONTRACT ATTACHMENT “E”

### EXHIBIT 9.2.2.1

#### Insurance Minimum Requirements

**The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability.**

- 1. Commercial General Liability (CGL)** with limits of insurance not less than \$1,000,000 each occurrence, \$1,000,000 Personal and Advertising Injury, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate.
  - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b. CGL coverage shall be written on ISO Occurrence for CG 00 01 04 13 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal advertising injury.
  - c. General Contractor, Owner and all other parties required of the General Contractor, shall be included as Additional Insureds. The endorsement shall include that any person or organization that Subcontractor is required to add as an Additional Insured under the Subcontract Documents shall be included as an Additional Insured (CG 20 38 04 13 or its equivalent). Coverage must include both ONGOING Operations and COMPLETED Operations (CG 20 10 04 13 and CG 20 37 04 13 or equivalent as permitted by law). Vicarious forms of additional insured endorsements will not be accepted. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the Additional Insured.
  - d. Subcontractor shall maintain CGL coverage for itself and all Additional Insureds for the duration of the project and maintain Completed Operations coverage for itself and each Additional Insured for at least 2 years after the completion of the Work.
  - e. Provide Stop Gap Coverage, if applicable, for the following states: North Dakota, Ohio, Washington, West Virginia or Wyoming.
  - f. Coverage shall include:
    - a. Contractual liability coverage sufficient to meet the requirements of the Subcontract Documents (including defense costs and attorneys' fees assumed under the contract, which shall be payable in addition to the limit of liability).
    - b. No separation of insured exclusion.
    - c. The following exclusions are absolutely prohibited and shall not be included in Subcontractor's policy if applicable to the work.
      1. No damage to Work performed by Subcontractor exclusion (CG 22 94 or similar).
      2. No exclusion for subsidence, which is specifically prohibited for any work involving excavation, soil stabilization, earth retention, concrete, structural steel, landscaping, waterproofing, fire protection, and plumbing.
      3. No "residential" exclusion that would void or restrict coverage due to the nature of the Work.
      4. No EFIS exclusion. If Subcontractor's scope of work involves the building's exterior finish, there shall be no EIFS exclusion on the CGL policy unless the Subcontractor maintains a Pollution Liability policy that provides coverage for the resultant damage of the EIFS work.

**2. Automobile Liability**

- g. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
- h. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- i. General Contractor, Owner and all other parties required of the General Contractor, shall be included as Primary and Non-Contributory Additional Insureds on the auto policy.
- j. If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

**3. Commercial Umbrella**

- k. Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Subcontractor's primary Employers' Liability, Commercial General Liability and Commercial Automobile Liability.
- l. Umbrella limits must be at least \$1,000,000.
- m. All coverages and terms required under the Commercial General Liability, Automobile Liability and Employers' Liability must be included on the Excess/Umbrella Liability policy.
- n. Higher limits may be required by Contractor or Owner on a project-by-project basis.
- o. Umbrella coverage for such Additional Insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insured other than CGL, Auto Liability and Employers' Liability coverages maintained by the Subcontractor.

**4. Workers' Compensation and Employers' Liability**

- p. Workers' Compensation Insurance and Employers' Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Workers' Compensation laws of any applicable jurisdiction in which the scope is to be performed.
- q. Employers' Liability Insurance limits of at least \$500,000 each accident, \$500,000 each employee, and \$500,000 disease policy limit.
- r. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- s. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- t. Maintain monopolistic coverage, if applicable, for the following states: North Dakota, Ohio, Washington, West Virginia or Wyoming.

**5. Builder's Risk**

- u. Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the Project and procured by the Owner or Contractor.
- v. If the Owner or Contractor has not purchased Builder's Risk Insurance satisfactory to the Subcontractor, the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors in the Subcontract Work.
- w. If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Subcontract documents, the Subcontractor shall procure and maintain at the Subcontractor's own

expense, property and equipment insurance for the Subcontract Work including portions of the Subcontract Work stored off the site or in transit, when such portions of the subcontract Work are to be included in an application for payment under Article 8.

**6. Installation Floater**

- x. If required by Contractor or not covered by the Builders Risk Insurance, Subcontractor shall obtain an Installation Floater to cover that portion of the Work to be constructed, installed, altered or repaired by Subcontractor. Contractor, Owner or other parties, as required by the Subcontract Documents, shall be listed as loss payees.

**7. Professional Liability**

- y. Subcontractor and all sub-subcontractors and Designers providing Professional Services shall provide and maintain Professional Liability Insurance coverage. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the scope.
- z. Professional Services always include, but are not limited to: design, architecture, engineering, testing, surveying or design/build services, temporary engineering, engineered excavations and shoring systems, post-tension supply, structured steel, specialized millwork that is performance specified, roofing or waterproofing systems, curtainwall, mechanical fire protection systems, electrical, and fire alarm systems.
- aa. Both Subcontractor and listed sub-subcontractors shall have proof of Professional Liability Insurance coverage in the amount of \$1,000,000 per claim with a maximum deductible of \$25,000 to be paid by Subcontractor.
- bb. The Subcontractor shall, upon request of Contractor, furnish a copy of its Professional Liability policy. The Professional Liability policies shall be continued in effect for the applicable statute of repose for the state where the project is located.

**8. Pollution Liability**

- cc. This Section is applicable to Subcontractor, and any sub-subcontractor of any tier that is providing work related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations or any work which includes Microbial Matter, Mold, Fungi or Bacteria and any work which will involve the use of hazardous materials. Subcontractor and all applicable sub-subcontractors must provide and maintain a separate Pollution Liability Insurance policy including coverage for, but not limited to, claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. Pollution Liability policies must include contractual liability coverage aligned with indemnification obligation of the Subcontract Documents.
- dd. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor.
- ee. Pollution Liability Insurance policy shall name Contractor and all other parties as required under the Subcontract Documents as Additional Insureds.
- ff. The Subcontractor and sub-subcontractors shall maintain Pollution Liability coverage for a minimum of 2 years after the completion of the Work, or such longer period as required by the Subcontract Documents. Should mold coverage be required and provided by a claims-made form, such coverage shall be maintained annually for 2 years following completion, or such longer period as required by the Subcontract Documents.

**9. Equipment Floater**

- gg. Subcontractor shall maintain, at its sole cost and expense, insurance to protect its own equipment, tools and materials against risk of loss with sufficient limits to cover the value of all of the equipment, tools and materials Subcontractor may use in performance of the Subcontract Work. Subcontractor is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Subcontractor's obligations in this Section. Coverage shall include equipment leased/borrowed/rented by Subcontractor.

**Waiver of Subrogation**

Subcontractor waives all rights against the Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, Builder's risk, or Workers' Compensation and Employers' Liability insurance maintained per requirement stated above and to the fullest extent allowed by law.

**Number of Policies**

Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

**Cancellation, Renewal and Modification**

The Subcontractor shall maintain in effect, all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor. To the extent commercially available, the policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days prior written notice has been given to the Contractor. If not commercially available, Subcontractor shall be responsible for providing Contractor with notice.

**Continuation of Coverage**

Unless otherwise outlined herein, the Subcontractor shall continue to carry Completed Operations Liability Insurance for at least two (2) years after either ninety (90) days following Substantial completion of the Work, or final payment to the Contractor, whichever is earlier. The Subcontractor shall furnish the Contractor evidence of such insurance at final payment, and one year from final payment.

**Special Provisions**

All policies shall be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A- or better in the most recent Best's Key Rating Guide.

Approval, disapproval or failure to act by the Contractor regarding any insurance supplied by the Subcontractor shall not relieve the Subcontractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Subcontractor from liability.

Contractor shall make no special payments for any insurance that the Subcontractor may be required to carry; all are included in the contract price and in the contract unit prices.

The Subcontractor shall require all sub-subcontractors to procure and maintain all insurance as set forth in this contract.

WSU Tech NCAT Expansion Project–Bid Package #02

NAME OF BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_