University of Central Arkansas
Project Manual
Short/Denney Hall Roof Replacement

UCA-15-107

Bid Date: May 5, 2015

Issue Date: April 13, 2015
Pre-Bid Meeting: April 21, 2015
Time: 9:00 a.m.
INVITATION TO BID
Section 001116

<table>
<thead>
<tr>
<th>University of Central Arkansas</th>
<th>Bid #: UCA-15-107</th>
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<tbody>
<tr>
<td>2125 College Avenue, Suite 2, Conway, AR 72034</td>
<td>Description: Short/Denney Hall Roof Replacement</td>
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<tr>
<td>Issuing Officer: Bettye McClendon</td>
<td>Construction Coordinator: Terry Williams</td>
</tr>
<tr>
<td>Buyer Supervisor</td>
<td>Phone: 501-450-5189</td>
</tr>
<tr>
<td>Email: <a href="mailto:bettyem@uca.edu">bettyem@uca.edu</a></td>
<td>Cell: 501-454-8055</td>
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<tr>
<td>Phone: 501-450-3173</td>
<td>Email: <a href="mailto:twilliams@uca.edu">twilliams@uca.edu</a></td>
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1. You are invited to bid on a General Contract for the Short/Denney Hall Roof Replacement located on the campus of the University of Central Arkansas hereinafter termed Owner. The bids shall be on a lump sum basis.

2. There will be a Pre-Bid Conference meeting held at 9:00 a.m. on April 21, 2015 in the Purchasing Department Conference Room, 2125 College Avenue, Suite 2, Conway, AR 72034. UCA reserves the right to schedule additional meetings.

3. Owner will receive bids until 9:00 a.m. local time, on May 5, 2015. Bids may be mailed or delivered to the UCA Purchasing Department, 2125 College Avenue, Suite 2, Conway, AR 72034, hereinafter termed UCA. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud at the time and date mentioned. Interested parties are invited to attend. Faxed bids exceeding $20,000.00 will be rejected.

4. UCA, unless designated to another entity, supervises the bidding and awarding of all construction contracts, approves contract change orders, requests for payment and ensures that on-site observations are accomplished.

5. Obtaining contract documents through any source other than the Design Professional or UCA is not advisable due to the risks of receiving incomplete or inaccurate information. Contract documents obtained through the Design Professional or their representative(s) are considered the official version and take precedence should any discrepancies occur. Prime bidders will be furnished one (1) set of bidding documents.

6. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

7. Bidders are hereby notified that any bidder who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor Executive Order 98-04. Submission to UCA of completed Disclosure (00850) form will be a condition of the Contract. UCA cannot enter into any contract nor can UCA approve any contract, which does not obligate the contractor to require the submission of Disclosure (00850) forms for subcontractors.
8. Bidders are hereby notified that Arkansas Department of Labor Prevailing Wages Rates will apply to all projects exceeding $75,000, or not otherwise considered exempt.

9. **UCA reserves the rights to reject any and all bids, and to waive any formalities.** Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before his bid is submitted unless the project is federally funded and therefore excepted by Ark. Code Ann. §17-25-315.

10. Pursuant to Ark. Code Ann. § 22-9-203, UCA encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

11. Pursuant to Ark. Code Ann. § 22-9-203, In the event that all bids submitted exceed the amount appropriated for the award of the contract, the state agency or its designated representatives shall have the authority to negotiate an award with the apparent responsible low bidder but only if the low bid is within twenty-five percent (25%) of the amount appropriated.

End of
INVITATION TO BID
001116
INSTRUCTIONS TO BIDDERS
Section 002113

1. BIDDING DOCUMENTS. Bidders may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Bid. Complete sets of Contract Documents must be used in preparing bids; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Design Professional listed in the Invitation to Bid is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Design Professional or his representative(s) or UCA are considered the official version and take precedence if any discrepancies occur. The fact that documents used for bidding purposes are named "contract documents" does not diminish in any way the right of UCA to reject any and all bids and to waive any formality.

2. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK. Bidder shall examine the Contract Documents and visit the project site of work. Bidder shall become familiar with all existing conditions and limitations under which the Work is to be performed, and shall base bid on items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to Bidder because of lack of such examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.

3. INTERPRETATION OF CONTRACT DOCUMENTS DURING BIDDING.

3.1 All references to the Owner shall be interpreted to mean the Agency for whom the work is being contracted.

3.2 If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to the Design Professional a written request for an interpretation or correction thereof not later than five (5) calendar days before Bid opening. In those instances where a Design Professional is not involved with the project, written requests for interpretation or correction may be made to the UCA Purchasing Department within the time frame stated above.

3.3 Address all communications regarding the Contract Documents to the Design Professional. In those instances where a Design Professional is not involved, address all such communications to UCA Purchasing Department, 2125 College Avenue, Suite 2, Conway, AR 72034 (501-450-3173).

3.4 Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each Bidder of record by the Design Professional; and in those instances where a Design Professional is
not involved the UCA Purchasing Department shall distribute Addenda in the above referenced manner. UCA will not be responsible for oral explanations or interpretation of the Contract Documents.

3.5 Addenda issued during the bidding period will be incorporated into the Contract Documents.

4. **SUBSTITUTIONS.**

4.1 Materials, products, and equipment described in the Contract Documents establish a standard of required function and a minimum desired quality or performance level, or other minimum dimensions and capacities, to be met by any proposed substitution. Acceptability of substitutions will not be considered during bidding period.

4.2 In some cases, prior approval of material or equipment, or both shall be obtained from Owner in order to obtain the desired color, size, visual appearance, and other features specified.

5. **TYPE OF BID.**

5.1 The Work under this Contract will be awarded under a stipulated sum contract to the lowest responsible base bid amount. No segregated bids or assignments will be considered.

5.2 The estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item, but shall not be considered by the Bidder as the actual quantities that may be required for the completion of the proposed work. Bidder shall state a unit price for every item of work named in the Proposal. Bidder shall include, in the unit prices, furnishing of labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish the Work. The unit price bid for the items shall be shown numerically and in the appropriate spaces provided on the Bid Form. Such figures shall be clear and distinctly legible so that no question can arise as to their intent or meaning. Unit price bids and totals shown in the Bid Form shall not include costs of engineering, advertising, printing and appraising.

6. **PREPARATION OF BID.** Bid shall be made on an unaltered Bid Form identical to the form included with the Contract Documents. Fill in all blank spaces and submit one original. Bids shall be signed with name typed below the signature. Where Bidder is a corporation, bids shall be signed with the legal name of the corporation followed by the name of the state of incorporation, contractor’s license number issued by the Contractors Licensing Board, and the signature of an authorized officer of the corporation.

6.1 Bids submitted by a “Joint Venture/Joint Adventure” shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) licenses numbers on the Bid Form. Exception: Joint
Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture Bidders shall indicate at least two (2) signatures on the bid form even if they are licensed as a joint venture.

7. **BID GUARANTEE AND BONDS.**

7.1 Each bid proposal shall include a bid security in the amount of five percent of the total bid offered, if the bid is in excess of $20,000.00. The bidder will be required to submit a bidder's deposit, which includes enclosing a cashier's check payable to the order of UCA drawn upon a bank or trust company doing business in Arkansas or by a corporate bid bond in an amount equal to five (5) percent of the bid. The bidder shall include in the bid the bid bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

7.2 The bid bond shall indemnify the Owner against failure of the Contractor to execute and deliver the contract and necessary bond (Performance and Payment Bond) for faithful performance of the contract. The bid bond shall provide that the contractor or surety must pay the damage, loss, cost and expense subject to the amount of the bid security directly arising out of the Contractor's default in failing to execute and deliver the contract and bonds.

7.3 Owner will have the right to retain the bid security of bidders to whom an award is being considered until the Contract has been executed and bonds if required, have been furnished, or until specified time has elapsed so that bids may be withdrawn, or all bids have been rejected.

7.4 Failure to execute the Contract and file an acceptable full payment and performance bond and proof of liability insurance within 10 working days after the intent to award has been issued to the bidder shall be just cause for the cancellation of the award and forfeiture of the bid bond, which shall become the property of the agency, not as a penalty but in liquidated damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be rebid and constructed under contract or otherwise as the State determines. The low bidder who fails to execute the Contract and submit an acceptable payment and performance bond and proof of liability insurance will not be permitted to bid on any subsequent advertisement of that project.

8. **PERFORMANCE AND PAYMENT BOND.** Performance and Payment Bonds are not required for bids $20,000.00 or under, except for roofing projects. For work exceeding $20,000.00, the bidder shall furnish a Performance and Payment Bond in the amount equal to 100 percent of contract price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form included with the Contract Documents as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall
be executed by a resident or non-resident agent licensed by the State Insurance Commissioner, to represent the surety company. The bond shall be written in favor of the Owner. Bidder shall file the bond with the Circuit Clerk in the county where the Work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

9. **SUBCONTRACTORS.** Name of principal subcontractors shall be listed where indicated on the Bid Form in accordance with Ark. Code Ann. § 22-9-204 and the contract documents. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use no other subcontractors when the subcontractor’s portion of the project is $20,000.00 or more, except those qualified and licensed by the Contractors Licensing Board in Mechanical (HVAC), Plumbing, Electrical and Roofing.

A bidder should request clarification from the Design Professional (or UCA Purchasing Department, if no Design Professional exists for the project), if the bidder determines a type of work (mechanical –indicative of HVACR; electrical – indicative of wiring and illuminating fixtures; plumbing; roofing and sheet metal work - indicative of roofing application) is a component of the project, but space has not been provided on the bid form for the listing of such or if the bid form lists a type of work that is not a component of the project. Clarification should be made in accordance with Instruction 3.2.

9.1 For those bids where the listed subcontract work is $20,000.00 or more, the prime contractor must make a decision as to which subcontractor he intends to use. The prime contractor shall place the names of each subcontractor and indicate whether the amount of the listed work is $20,000.00 or more in the space provided on the Bid Form. The prime contractor may use his own forces to do the listed work however, if the listed work is $20,000.00 or more, the prime contractor must be qualified and licensed by the Arkansas Contractors Licensing Board to perform the listed work. Once the prime contractor determines his own forces will be used, he shall place his name, and indicate in the space provided on the Bid Form whether the amount of the listed work is $20,000.00 or more. Failure to complete the form correctly shall cause the bid to be declared non-responsive, and the bid will not receive consideration.

9.2.1 In the event the amount of the listed subcontract work is below $20,000.00, the Prime Contractor shall place the names of the person or firm performing the work and indicate in the space provided on the Bid Form whether the listed work is under $20,000.00. Failure to complete the form correctly shall cause the bid to be declared non-responsive, and the bid will not receive consideration.

9.2.2 It shall be mandatory that any subcontractors listed in (A) – (D) on the Bid Form by the Prime Contractor is awarded a contract under Ark. Code Ann. § 22-9-204. Prime Contractors who submit a bid listing unlicensed subcontractors or use unlicensed subcontractors on a state project or any subcontractor not
licensed by the Contractors Licensing Board who perform work having a value of $20,000.00 or more on a state project are subject to a civil penalty, after notice and hearing, of not less than $250.00 nor more than $500.00 and may be suspended from bidding on state projects. In the event that one (1) or more of the subcontractors named by the prime contractor in his successful bid thereafter refuse to perform his contract or offered contract, the prime contractor may substitute another subcontractor, after having obtained prior approval from the design professional and UCA.

9.3. Electrical License Requirement
a. No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. All electrical work and apprentice electricians shall be supervised by a Master or Journeyman Electrician on a one to one ratio.

b. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.

9.4 Pursuant to Ark. Code Ann. § 22-9- 404, the Bidder may require listed subcontractors (mechanical, plumbing, electrical and roofing/sheet metal) whose bid to the Contractor exceeds $50,000.00 to provide a Performance and Payment Bond to the Bidder.

10. SUBMITTAL. Submit bid on the Bid Form in an opaque, sealed envelope. Identify the envelope with: project name and number, name of Bidder, and Arkansas Contractors License number; only one bid shall be submitted per State Contractors license number. Submit bids in accordance with the Invitation to Bid. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alterations, and erasures shall be lined out, initialed by the Bidder, and the corrected entry inserted on the Bid Form.

11. MODIFICATION AND WITHDRAWAL. Bidder may withdraw bid at any time before bid opening and may resubmit up to the date and time designated for receipt of bids. No bid may be withdrawn or modified after time has been called for the bid opening. Oral modifications to bids will not be considered. Bidder may submit written modifications to bid in writing or by facsimile at any time prior to the expiration of the bidding time and date and shall so state the word modification(s) as to not reveal the amount of the original bid. Facsimile modifications shall require written confirmation of the Bidder's signature within 24 hours after bid opening. Should the modification reveal the total bid amount, the entire bid will be rejected.

12. DISQUALIFICATION OF BIDDERS. The State shall have the right to disqualify bids (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder, to reject a bid not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Bid which is in any way incomplete or irregular.
13. **APPLICABLE LAWS.**

13.1 Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.

13.2 Discrimination. Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Bidder has violated state or federal laws or regulations, the Owner may impose a range for appropriate remedies up to and including termination of the Contract.

13.3 Taxes. Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.

13.4 State licensing laws for Contractors.

13.5 Disclosure. Potential Bidders are hereby notified that any bidder who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the Contract and that UCA cannot enter into any such contract, nor approve any such contract, for which disclosures are not made and the verbiage of paragraphs a, b, and c below will be included in the body of any contract awarded.

Potential Bidders are hereby notified that:

a. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than twenty-five thousand ($25,000)

b. The Contractor shall require any present or future subcontractor, for which the subcontract amount is greater than $25,000.00, to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than $25,000.00 shall contain the following:

*Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
c. The Contractor shall transmit a copy of the subcontractor’s disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor’s disclosure.

   Note: A copy of the “Contract and Grant Disclosure and Certification Form” is included at the end of this division.

13.6 Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.


14. LIQUIDATED DAMAGES. The amount of liquidated damages to be assessed shall be in accordance with the amount indicated in the Contract. Bidder understands and agrees that under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time limit specified in the Contract, the Contractor shall pay the Owner as Liquidated Damages, and not in the nature of a penalty the sum specified in the Bid Form for each day completion is delayed. It is further understood and agreed by bidder that the said sum fixed as Liquidated Damages is a reasonable sum considering the damages that Owner will sustain in the event of any delay in completion of the Work, and said sum is herein agreed upon and fixed as Liquidated Damages because of difficulty in ascertaining the exact amount of damages that may be sustained by such delay.

15. PREBID CONFERENCE. There will be a Pre-Bid Conference meeting held on April 21, 2015 at 9:00 a.m., in the Purchasing Conference Room at 2125 College Avenue, Suite 2, Conway, AR 72034. All prospective bidders are encouraged to attend. UCA reserves the right to reschedule the Pre-Bid Conference or to schedule additional conferences.

16. OPENING. Bids will be opened as identified in the Invitation to Bid.

17. EVALUATION AND CONSIDERATION OF BIDS. It is the intent of UCA to award a Contract to the lowest responsive qualified Bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds certified for the project by more than 25%. UCA shall have the right to waive any formalities in a bid received and to accept the bid which, in UCA’s judgment, is in its best interests and upon approval of UCA. UCA shall have the right to accept any or all bids for a period not to exceed 30 days.

17.1 Tie Bids. If two or more sealed bids are equal in amount, meet Bidding Document requirements, and are the lowest received by the time of the bid
opening, then the apparent low bidder will be determined by lot (placing the name of the tie bidders into a container and drawing one name). The drawing will be conducted by UCA personnel and another person so designated by UCA in the presence of a witness and the tie bidders or representatives. The witness shall be an employee of the State of Arkansas. Documentation of the drawing shall be included on the bid tabulation and be signed by those present. Nothing in the above and foregoing will diminish UCA's reserved right to reject any and all bids and to waive any formalities.

18. EXECUTION OF CONTRACT.

18.1 The apparent low Bidder shall be prepared, if so required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract.

18.2 The successful Bidder will be required to execute an Agreement with the Owner on a form identical to the Agreement Form included with the Contract Documents and the Performance and Payment Bond and Certification of Insurance within ten days after receipt of the Intent to Award. Failure of the Bidder to do so may result in the Bidder being rejected and could result in disqualification and forfeiture of bid bond.

18.3 The successful Bidder will be required to furnish Owner with proof of insurance, as prescribed by the General Conditions and Supplementary General Conditions.

19. YEAR 2000 COMPLIANCE WARRANTY

19.4 Hardware, software, and firmware products and other products and designs shall accurately process date/time data (including calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, the years 1999 and 2000, and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data.

19.5 If the contract requires that specific listed products perform as a system, then extend this warranty to those products as a system.

19.6 If the Contract requires verification through testing that Products provided are Year 2000 compliant, such testing shall include the following dates and transition to and from each: 31 December 1998, 1 January 1999, 31 December 1999, 1 January 2000, 29 February 2000, 1 March 2000, 31 December 2000, 1 January 2001, 31 December 2004, and 1 January 2005. Contractor shall provide, upon request, a copy of testing results, which verify that Products are Year 2000 compliant.

19.4 The duration of this warranty and the remedies available to the Owner for breach of this warranty shall be as defined in and subject to, the terms and limitations of the standard commercial warranty or warranties under this Contract.
19.5 Do not construe anything in this warranty to limit any rights or remedies the Owner may otherwise have under this Contract with respect to defects other than Year 2000 performance.
BID FORM
Section 004113

Bid FROM:  
__________________________________________  
__________________________________________

Bid TO:  University of Central Arkansas

PROJECT:  UCA-15-107

Gentlemen:

1. Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, and equipment necessary for, or incidental to, the construction of the project in accordance with the Contract Documents within the time set forth, for the lump sum base bid/unit price bid of:

$ ____________________________  
Dollar Amount Is To Be Shown Numerically

2. Allowances: N/A

3. Ark. Code Ann.§ 22-9-212 requires the contractor to indicate on this bid form the cost of Trenching Safety Systems. **FAILURE TO SHOW THIS COST IF APPLICABLE WILL INVALIDATE THE BID.** (NOTE THIS COST SHALL BE INCLUDED IN THE ABOVE BASE BID)

$ ____________________________  
Dollar Amount Is To Be Shown Numerically.

4. Completion Date: Bidder agrees that the work will be substantially complete and ready for final payment by **August 1, 2015.**

5. The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:

a. That the undersigned understands that UCA reserves the right to reject any and all bids and to waive any formality.

b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds within ten (10) days after receipt of the Intent to Award, will commence work after the purchase order has been issued and the notice to proceed has been given by the Construction Coordinator, and will complete the Contract fully by Completion Date indicated. Should the undersigned fail to fully complete the work within the above stated time, he shall pay the Owner as fixed, agreed and liquidated damages and not
as a penalty, the sum of **five hundred dollars ($500)** for each calendar day of delay until the work is completed or accepted.

c. The undersigned further agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds to the Owner within three (3) days from receipt of the Intent to Award as these acts constitute a breach of the Contractor’s duties.

d. That this bid may not be withdrawn for a period of **thirty (30) days** after the bid opening.

e. The undersigned understands that the Owner’s intent is to construct all facilities proposed within the limits established by the funds appropriated for the project.

f. The names of subcontractors and the nature of the work to be performed by each one have been included on the Bid Form.

g. The undersigned agrees to pay all prevailing hourly wage rates prescribed and mandated by Ark. Code Ann. § 22-9-301 et. seq., if the bid exceeds $75,000 or the undersigned agrees to pay all prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates and any other applicable federal regulations.

h. Bids submitted by a “Joint Venture/Joint Adventure” shall be signed by representatives of *each component part* of the Joint Venture. The licenses of *each component part* of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) licenses numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a “Joint Venture” need only to indicate the joint venture license number on the Bid Form. Joint Venture Bidders shall indicate at least two (2) signatures on the bid form even if they are licensed as a joint venture.

7. The following documents are attached to and made a condition of this Bid.

a. Bid security.

b. Listing of Mechanical, indicative of heating, air conditioning, ventilation, and refrigeration, Plumbing, Electrical, indicative of wiring and illuminating fixtures and Roofing and sheet metal work, indicative of roofing application Subcontractors, if required.

8. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

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9. **LISTING OF MECHANICAL, PLUMBING, ELECTRICAL, ROOFING, SHEETMETAL AND OTHER SUBCONTRACTORS**

ALL MECHANICAL, PLUMBING, ELECTRICAL, ROOFING AND SHEETMETAL, TRENCHING, ETC.

SUBCONTRACTORS SHALL BE LISTED REGARDLESS OF QUALIFICATIONS, LICENSURES OR WORK AMOUNT. BIDDERS SHOULD CONSULT THE PROJECT MANUAL ON HOW TO FILL OUT THIS FORM. FAILURE TO NAME THE SUBCONTRACTOR IN THE SPACE PROVIDED SHALL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE AND THE BID WILL NOT RECEIVE CONSIDERATION.
AREAS NOT REQUIRING SUBCONTRACTORS MUST BE NOTED AS NON-APPLICABLE (N/A).

Indicate the Name(s), of each entity performing the listed work:
MECHANICAL (Indicative of HVACR):

Is the amount of work $20,000.00 or over: Yes___ No ___

PLUMBING:

Is the amount of work $20,000.00 or over: Yes___ No ___
ELECTRICAL: (Indicative of wiring and illuminating fixtures)

Is the amount of work $20,000.00 or over: Yes___ No ___
ROOFING AND SHEETMETAL (Indicative of roofing applications)

Is the amount of work $20,000.00 or over: Yes___ No ___
TRENCHING (Indicative of trenching applications)

Is the amount of work $20,000.00 or over: Yes___ No ___
OTHER (Indicative of other applications)

Is the amount of work $20,000.00 or over: Yes___ No ___

Respectfully Submitted:

Name of Bidder (Typed or Printed): ____________________________

Address: _____________________________________________

BY: (Signature and Title): ________________________________, ____________

Contractor’s License Number or Contractor’s (Joint Venture) License Number(s):

____________________________________________________

Telephone Number: ________________________________

Fax Number: ________________________________

Email: ________________________________

Federal ID or SSN: ________________________________

Date of Bid: ________________________________
AGREEMENT FORM
Section 005213

THIS AGREEMENT entered into this ______ day of __________, 2015 by and between ________________________________________________________________ , hereinafter referred to as the Contractor, and the University of Central Arkansas, hereinafter referred to as Owner, in accordance with Ark. Code Ann. § 22-2-101 et seq.,

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of $________________ to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct that certain project in Faulkner County, designated as:

Project #: UCA-15-107

Project Name: Short/Denney Hall Roof Replacement consisting of construction, more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda; Performance and Payment Bond; General and Supplementary Conditions; Drawings and Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All construction shall be in exact accord with the Contract Documents filed with the UCA Purchasing Department, located in Conway, AR on May 5, 2015. UCA Purchasing Department shall have direct contract supervision. Said construction shall be to the satisfaction of the UCA Purchasing Department, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as a "Change Order." Said document shall not be effective unless approved by the UCA Purchasing Office. Once effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work after the receipt a purchase order and notice to proceed from the construction coordinator has been issued and to complete the work by August 1, 2015. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the Bid Form of for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of UCA, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by
acts of employees, then any extended period shall be determined and fixed by the Owner with approval given by UCA Purchasing Department. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner.

6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the UCA Purchasing Department, damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save UCA harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.

9. The Owner, or both may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.

10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than $25,000.00, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than $25,000.00 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
(b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to UCA Purchasing Department; a copy of the Contract and Grant Disclosure and Certification Form (00850) completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

(c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

CONTRACTOR:

By:

(Signature)

(Print Name)

Title: 

Firm: 

Address: 

Date: 

APPROVED: UNIVERSITY OF CENTRAL ARKANSAS

By:

(Signature)

(Print Name)

Title: 

Date: 

End of
AGREEMENT FORM
Section 005213
UCA PERFORMANCE BOND AND PAYMENT BOND
SECTION 006113

Bond Number: __________________________

1) We __________________________, (Principal), and __________________________ (Surety), are held and firmly bound, jointly and severally unto _____, as Obligee (Owner), in the initial Contract amount of $______ said amount to be deemed a Performance Bond payable to Owner and in the separate amount of $______ said amount to be deemed a Payment Bond payable to proper claimants such amounts subject to the terms of this Performance Bond and Payment Bond Agreement. The Principal and Surety state that the Surety is a solvent corporate surety company authorized to do business in the State of Arkansas and is listed on the current United States Department of Treasury's listing of approved sureties.

   Principal has by written agreement dated ______ entered into a capital improvement contract with the Owner for: Short/Denney Hall Roof Replacement


2) Under this Performance Bond and Payment Bond Agreement, the Principal and Surety shall be responsible for the following:

   a. Performance Bond
      i. The Principal shall faithfully perform the above referenced Contract, which is incorporated herein by reference.
      ii. In the event that the Principal defaults in its performance of its obligations under the Contract, the Principal and the Surety, jointly and severally, shall indemnify and save harmless the Owner from all cost and damage which the Owner may suffer by reason of Principal’s failure to perform the Contract. Said indemnification shall include, but not be limited to, full reimbursement and repayment to the Owner for all outlays and expenses which the Owner may incur in making good any such default of the Contract by the Principal.

   b. Payment Bond
      i. Principal shall pay all persons all indebtedness for labor or material furnished or performed under the Contract and in doing so this obligation shall be null and void.
      ii. In the event that Principal fails to pay for such indebtedness, such persons shall have a direct right of action against the Principal and Surety, jointly and severally, under this obligation, subject to the Owner's priority.

3) This Performance Bond and Payment Bond is given in accordance with Arkansas laws and rules, including Ark. Code Ann. § 18-44-501 et seq., §19-4-1401 et seq., and § 22-9-401 et seq. The Surety guarantees that the Principal shall comply with Ark. Code Ann. § 22-9-301 et seq. by payment and full compliance with all prevailing hourly wage contract provisions where the contract amount exceeds the amount provided by law.

   Any changes made in the terms of the Contract, including but not limited to, the amount of the Contract, or in the work to be performed pursuant to the Contract or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way
release the Principal and the Surety or Sureties or either or any of them, their heirs, personal representatives, successors or assigns from their liability hereunder, notice to and consent of the Surety or Sureties of any such change, extension or forbearance being are hereby voluntarily waived. In no event shall the aggregate liability of the Surety exceed the greater amount of the Contract, including UCA approved change orders.

This Performance Bond and Payment Bond Agreement is binding upon the above named parties, and their successors, heirs, assigns and personal representatives. Executed by the parties who individually represent that each voluntarily enters into and has the authority to enter into this agreement.

<table>
<thead>
<tr>
<th>BY:</th>
<th>Contractor's (Principal) Signature</th>
<th>Date</th>
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<tbody>
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<td>Print Name</td>
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<table>
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<tr>
<th>BY:</th>
<th>Arkansas Resident Agent or Non Resident Agent Signature (attach Power of Attorney)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Print Name</td>
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</tbody>
</table>

Agent's License Number:

Surety Company's NAIC Number:

Surety Address:

City, County, State, Zip Code:

Business Phone #:

Fax #:

E-Mail:

**THIS FORM IS THE ONLY PERFORMANCE AND PAYMENT BOND ACCEPTABLE**

Rev. January 1, 2014
RELEASE OF CLAIMS
Section 006519.16

Comes the undersigned, who does hereby swear and affirm that:

1. My name is ________________________________, and my (printed or typed) address is ________________________________, doing business as ________________________________.

2. Pursuant to Contract Number ________________________________, (project description) and Contract Date ________________________________ excepted as listed below in Paragraph 4, I have paid otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known claims against the Contractor arising in any manner in connection with the performance of the contract referenced above for which the Owner or his property might in any way be held responsible.

3. To the best of my knowledge, information and belief, excepted as listed below in Paragraph 4, the Releases or Waivers of Claim, attached hereto and incorporated herein, include the Contract, all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have claims against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

4. The Exceptions are: (if none, indicate "none." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

________________________________________________________________________
AFFIANT DATE

VERIFICATION

STATE OF ARKANSAS )
COUNTY OF )

SUBSCRIBED AND SWORN TO before me this __ of ____________________ 20__.  

NOTARY PUBLIC

MY COMMISSION EXPIRES: ________________________________

End of Release of Claims
Section 006519.16
CONSENT OF SURETY
Section 006519.19

Comes the undersigned, who does hereby swear and affirm that:

1. My name is ___________________________ and I am an authorized representative of ___________________________ a surety company.

2. With regards to the Project ___________________________

____________________ Contractor; and ___________________________ Owner; I hereby approve the final payment to the contractor. I agree that the final payment to the contractor shall not relieve the Surety Company of any of its obligations as set forth in the contract with the State of Arkansas and this contractor.

AFFIANT ___________________________ DATE ___________________________

VERIFICATION

STATE OF ARKANSAS )
COUNTY OF ___________ )

SUBSCRIBED AND SWORN TO before me this ___________________________ of ___________________________ of, 20___.

________________________________ NOTARY PUBLIC

MY COMMISSION EXPIRES:

End of
CONSENT OF SURETY FORM
006519.19
ARTICLE 1 -- GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 Contract Documents: Contract Documents consist of Agreement; Invitation to Bid; Instruction to Bidders; the Bid Form; the Bid and the Performance and Payment bonds; General and Supplementary Conditions; Specifications; Drawings; Addenda issued prior to execution of the Contract; all UCA approved Change Orders; other documents listed or referred to in the Agreement; and modifications issued after execution of the Contract and signed by Contractor and Owner, and approved by UCA.

1.1.2 Contract: The Contract Documents form the Contract for construction. The Contract Documents will not be construed to create a contractual relationship between the Design Professional and Contractor, between the Owner and a subcontractor, between the Owner and Design Professional, or between entities other than the Owner and Contractor; however, a contractual relationship does exist between the Contractor and the agency referred to as Owner for approval purposes.

1.1.3 Work: Construction and services required by the Contract Documents whether completed or partially completed, include tools, labor, equipment, supplies, transportation, handling, and incidentals provided by the Contractor.

1.1.4 Project: The total capital improvement project described in the Contract Documents.

1.1.5 Drawings: Graphic and textual portions of the Contract Documents showing the design, location, and dimensions and size of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.6 Specifications: Written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.

1.1.7 Project Manual: Volume, which may include the bidding requirements, forms, contracting requirements, and the Specifications.

1.1.8 Owner: The person or entity identified as such in the Contract Agreement, referred to throughout the Contract Documents as singular in number. The term Owner means the Owner and the Owner-authorized representative.

1.1.9 Contractor: The person or entity identified as such in the Contract Agreement, referred to throughout the Contract Documents as singular in number. The term Contractor means the Contractor or the Contractor-authorized representative.
1.1.10 Design Professional (Architect/Engineer/Consultant): The person or entity identified as such in the Agreement, lawfully licensed to practice architecture or engineering or another field of expertise and under contract to Owner to provide design service, advice, and consultation, referred to throughout the Contract Documents as if singular in number. The term Design Professional means the Architect/Engineer/Consultant or the authorized representative.

1.1.11 Subcontractor: Any person, firm, or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing a portion of the Work. The term subcontractor is referred to as singular in number and means the subcontractor or the subcontractor-authorized representative.

1.1.12 Inspector: A duly authorized representative of UCA and Design Professional, designated for detailed inspection of materials, construction, workmanship, and methods of construction.

1.1.13 Site: The particular location of that part of the project being considered.

1.1.14 State: The Owner.

1.2 INTENT

1.2.1 The intent of the Contract Documents is to set forth the standards of construction, the quality of materials and equipment, the guarantees that are to be met, and to include items necessary for proper execution and completion of the Work. The Contract Documents are complementary and what is required by one will be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable as necessary to produce indicated results.

1.2.2 Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawings will not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in the Contract Documents include those which are specifically defined, the titles to numbered sections and articles, identified references to paragraphs, and the titles of other published documents.

1.4 INTERPRETATION

1.4.1 Whenever in these Contract Documents the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import
are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Design Professional is intended.

1.4.2 Whenever in these Contract Documents the word "product" is used, it shall be understood that the materials, systems, and equipment will be included.

1.4.3 Whenever in these Contract Documents the word "provide" is used, it shall be understood that it means to "furnish and install".

1.4.4 The Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE 2 -- OWNER

2.1 LAND

2.1.1 The Owner will provide the lands shown on the Drawings upon which the Work shall be performed. The Owner will provide a right-of-way for access to the project site.

2.1.2 The Owner will provide base lines for the location of the principle component parts of the Work with a suitable number of bench marks adjacent to the Work.

2.2 RIGHT OF ENTRY BY OWNER

2.2.1 The Owner and his authorized representative will have the right to enter the property or location on which the Work shall be constructed. The Owner further reserves the right to construct or have his authorized agents construct such work as the Owner will desire, so long as these operations do not interfere with or delay the work being constructed under this Contract.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to perform the Work in accordance with the Contract Documents, including the requirements with respect to the schedule of completion, and fails after ten days written notice from the Owner to correct the deficiencies, the Owner may deduct the cost thereof from the payment then or thereafter due the Contractor.

ARTICLE 3 -- CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor shall perform the Work in accordance with the Contract Documents.
3.1.2 The Contractor shall furnish labor, materials, equipment, and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on Drawings and described in Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner. Drawings and Specifications shall be interpreted by the Design Professional or the Owner if no Design Professional exists for the project.

3.1.3 The Contractor shall cooperate with the Owner, Design Professional, inspectors, and with other contractors on the Project. Contractor shall allow inspectors acting in an official capacity, to have access to the project site.

3.1.4 The Contractor shall determine that the final and completed work on the project is in accordance with the Contract Documents. The failure of the Design Professional to find or correct errors or omissions in the use of materials or work methods during the progress of the work shall not relieve the Contractor from his responsibility to correct all the defects in the project.

3.1.5 The Contractor shall assist in making final inspections and shall furnish such labor and equipment as may be required for the final tests of equipment, piping, and structures.

3.2 REVIEW OF FIELD CONDITIONS

3.2.1 Before ordering material or doing Work, the Contractor shall verify all measurements involved and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on Drawings; differences which may be found, shall be submitted to Design Professional for consideration before proceeding with the Work.

3.2.2 Drawings may show the location or existence of certain exposed and buried utilities as well as existing surface and subsurface structures. The Owner assumes no responsibility for failure to show any or all such utilities and structures on the Drawings or to show such in the exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for extra work or for increasing the pay quantities in any manner unless the obstruction encountered necessitates substantial changes in the lines or grades or requires the building of a special structure.

3.3 REVIEW OF CONTRACT DOCUMENTS

3.3.1 The Contractor shall study and compare Drawings, Specifications, and other instructions and shall report to the Design Professional at once any error, inconsistency, or omission discovered.

3.3.2 In the event of conflict among the Contract Documents, interpretations will be based on the following order of precedence, stated highest to lowest:
a. The Agreement

b. This Division Zero (0) shall control in the event of conflict between this Division Zero (0) and other Divisions 1 through 16

c. Addenda to Drawings and Specifications with those of later date having precedence.

d. Drawings and Specifications

3.3.3 Since the Contract Documents are complementary, the Contractor shall take no advantage of any apparent error or omission in the Drawings and Specifications. The Owner or Design Professional shall furnish interpretations as deemed necessary for the fulfillment of the intent of the Drawings and Specifications.

3.3.4 Discrepancies found between the Drawings and Specifications and actual site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Design Professional or in the case where a Design Professional is not on the Project, the Owner shall be notified, who shall address such error or omission in writing. Work done by the Contractor after discovery of such discrepancies, errors, or omissions shall be at the Contractor's risk and expense.

3.4 REQUEST FOR SUPPLEMENTARY INFORMATION

3.4.1 The Contractor shall make timely requests of the Owner or Design Professional for additional information required for the planning and production of the Work. Such requests shall be submitted as required, but shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Contractor understands and agrees that it is Contractor's duty to determine the need for, and to request said additional information in writing from the Design Professional by such date as allows Design Professional to provide the information to the Contractor by a date that will not adversely affect Contractor's ability to complete the Work by the date specified in the Contract.

3.4.2 Additional instructions may be issued by the Design Professional during the progress of the Work to clarify the Drawings and Specifications or as may be necessary to explain or illustrate changes in the Work.

3.5 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.5.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

3.5.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
3.5.3 Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

3.5.4 The Contractor shall provide shop drawings and other submittals, settings, schedules, and other drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications, or Design Professional instructions.

3.6 LABOR AND MATERIALS

3.6.1 Except as otherwise specifically stated in the Contract, the Contractor shall provide, but not be limited to, all materials, labor, tools, equipment, water, light, heating and cooling, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the work, and all other services and facilities of every nature whatsoever necessary to complete the Work in accordance with the Contract Documents in an orderly and efficient manner. The sequence of construction operations shall follow the schedule of construction as approved by the Design Professional. The Work shall not be discontinued by the Contractor without approval of the Design Professional. Should prosecution of the Work be discontinued for any reason, the Contractor shall notify the Design Professional at least twenty-four hours in advance of resuming the Work.

3.6.2 Materials and equipment furnished under this Contract will be subject to inspection by the Owner's authorized representative or by independent laboratories. Defective material, equipment, or workmanship may be rejected at any time before the acceptance of the Work even though the defective material, equipment, or workmanship may have been previously overlooked and estimated for payment. The Contractor shall replace defective equipment and material in accordance with the Contract Documents at no additional cost to the Owner.

3.6.3 The Contractor shall provide materials and supplies not subject to conditional sales agreements, or other agreement reserving unto the seller any right, title, or interest therein. All materials and supplies shall become the property of the Owner upon final acceptance of this Contract by the Owner.

3.6.4 If shop tests are to be conducted, the Contractor shall notify the Owner of such tests so a representative may witness tests, if desired.

3.6.5 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Design Professional, and in accordance with a Change Order.

3.7 UNAUTHORIZED WORK

3.7.1 Work done without lines and grades having been given or work done beyond the lines or not in conformity with the grades shown on the Drawings or as provided by the Owner, except as provided herein, and work completed without
proper inspection and supervision or any extra or unclassified work completed without written authority and prior agreement shall be at the Contractor's risk. Such unauthorized work, at the option of the Design Professional, may not be measured and paid for and may be ordered removed at the Contractor's expense.

3.8 **SUPERINTENDENCE**

3.8.1 The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating portions of the Work under the Contract.

3.8.2 The Contractor shall employ a qualified superintendent during the duration of the Project who is acceptable to the Owner and the Design Professional. The superintendent shall be maintained on the Project site and shall be present on the site at all times work is in progress. The superintendent shall be capable of reading and understanding the Drawings and Specifications and shall have full authority to act in behalf of the Contractor. All directions and instructions given to the Superintendent shall be considered as given to the Contractor and shall be as binding as if given to the Contractor.

3.8.3 Workmanship shall be performed by workmen experienced in their trade and skilled and experienced for the class of work to which assigned. Any person, including supervisory personnel, who does not show and exhibit skill and proficiency in said work shall be removed by the Contractor and replaced by a competent and experienced workman.

3.8.4 The Contractor shall, at all times, be responsible for the conduct and discipline of his employees and all Subcontractors and their employees. Disorderly, incompetent or intemperate persons, or persons who commit any crimes or trespass on public or private property in the vicinity of the Work must not be allowed to continue working upon the project which the Contractor has with the State. Any superintendent, foreman or workman employed by the Contractor or a Subcontractor who unreasonably refuses or neglects to comply with the instructions of the Owner, Design Professional, or inspector, shall, at the written request of the Owner or Design Professional, be removed from the work site and shall not be allowed to work further on any portion of the work or another State Project without the approval of the Owner.

3.8.5 The Contractor shall coordinate Work by the various trades to provide uniform and symmetrical layout and spacing of the exposed components which will affect the finished design and appearance. Where spacing and related locations are not specifically shown on Drawings or where in doubt, the Contractor shall consult the Design Professional prior to installation of that part of the Work.

3.9 **PERMITS, FEES, AND NOTICES**

3.9.1 The Contractor shall purchase and secure all applicable permits and licenses and give all notices necessary and incidental to the prosecution of the Work.
However, in accordance with Ark. Code Ann. §22-9-213, public works construction projects conducted by UCA or other state agencies are exempt from permit fees or inspection requirements of county or municipal ordinances.

3.9.2 When new construction under the Contract crosses highways, railroads, streets or utilities under the jurisdiction of the state, county, city, or other public agency, public utility, or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission shall be filed with the Owner before any work is completed. The Contractor shall furnish a release from the proper authority before final acceptance of the Work. Any bonds required for this Work shall be secured and paid for by the Contractor.

3.10 SAMPLES AND TESTS

3.10.1 The Contractor shall provide samples, materials, and equipment necessary or required for testing as outlined in the various sections of the Specifications or as directed by the Owner. The Contractor shall pay all costs for testing. Should materials, methods, or systems fail to meet specified standards, the Contractor shall pay all costs for additional testing as required by the Owner.

3.10.2 All tests shall be made by a laboratory approved by the Owner.

3.11 LOCATION, GRADIENT, AND ALIGNMENT

3.11.1 Based upon the site information provided by the Owner, the Contractor shall develop and make detailed surveys necessary for construction including slope stakes, batter boards, and other working points, lines and elevations.

3.11.2 The Contractor shall report any errors, inconsistencies, or omissions to the Design Professional as a request for information.

3.11.3 The Contractor shall preserve benchmarks, reference points and stakes, and in the case of destruction thereof by the Contractor, shall be responsible for damage or mistakes resulting from unnecessary loss or disturbance.

3.12 LAND

3.12.1 Additional land and access thereto not shown on Drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor at his expense with no liability to the Owner. The Contractor shall confine his equipment and storage of materials and the operation of his workmen to those areas shown on the Drawings and described in the Specifications, and such additional areas which he may provide or secure as approved by the Owner.

3.12.2 The Contractor shall not enter upon private property for any purpose without first obtaining permission.
3.12.3 The Contractor shall be responsible for the preservation of and prevent damage or injury to all trees, monuments, and other public property along and adjacent to the street and right-of-way. The Contractor shall prevent damage to pipes, conduits and other underground structures, and shall protect from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove monuments or property marks until directed.

3.13 **LIMITS OF WORK**

3.13.1 The Contractor shall conduct Work and operations so as to cause a minimum of inconvenience to the public. At any time when, in the opinion of the Owner or Design Professional, the Contractor is obstructing a larger portion of a road, street, or other public right-of-way than is necessary for the proper execution of the Work, the Design Professional may require the Contractor to finish the sections on which work is in progress before work is commenced on any new sections.

3.14 **WARRANTY**

3.14.1 The Contractor shall warrant that all Work, materials, and equipment furnished will be free from defects in design, materials, and workmanship and will give successful service under the conditions required. The warranty period for Work, materials, and equipment furnished by the Contractor shall be one year from the date of the written acceptance of the Work as stated in the Substantial Completion Form approved by the Contractor, Owner and Design Professional or the date that UCA approves the final payment request, unless a longer period is agreed upon.

3.15 **PATENTS AND ROYALTIES**

3.15.1 If the Contractor is required or desires to use any design, device, material or process covered by letters, patent, or copyright, he shall provide for such use by suitable legal agreement with the patents or Owner. It is mutually understood and agreed that without exception the Contract Sum shall include all royalties or costs arising from patents, trademarks, and copyrights in any way involved in the Work. The Contractor and the surety shall defend, indemnify, and save harmless the Owner and all of its officers, agents and employees from all suits, actions, or claims of any character, name and description brought for or on account of infringement or alleged infringement by reason of the use of any such patented design, device, material or process of any trademark or copyright used in connection with the Work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the Owner for any such infringement or alleged infringement at any time during the prosecution or after the completion of the Work contracted for herein. It is mutually agreed that the Owner may give written notice of any such suit to the Contractor, and thereafter, the Contractor shall attend to the defense of the same and save and keep harmless the Owner.
from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgments, and executions in any manner growing out of, pertaining to, or connected therewith.

3.16 **CLEANING UP**

3.16.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.

3.16.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

**ARTICLE 4 -- ADMINISTRATION OF CONTRACT**

4.1 **DESIGN PROFESSIONAL AUTHORITY**

4.1.1 The Design Professional will interpret the requirements of the Contract Documents and decide matters concerning performance there under on request of the Owner or Contractor.

4.1.2 The Design Professional will provide administration of the Contract as described in the Contract Documents and will be the Owner's representative. The Design Professional will decide any and all questions as to the acceptability of materials or equipment furnished, work performed, interpretation of the Drawings and Specifications, rate of progress of the Work, acceptability of the quality of workmanship provided, and other questions as to the fulfillment of the Contract by the Contractor.

4.1.3 The Design Professional will prepare all change orders on the form specified by UCA. The Design Professional may authorize minor changes in the Work not involving adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents.

4.1.4 The Design Professional and his authorized representatives, UCA will have the right to enter the property or location on which the Work shall be constructed.
4.2 CLAIMS

4.2.1 Definition: A claim is a demand or assertion by one of the parties seeking adjustment, or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims will be initiated by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

4.2.2 Claims of the Contractor or the Owner: Claims regarding the Work of the Contract shall be referred initially to the Design Professional for a decision. The Design Professional will review claims, and 1) reject in whole or in part; 2) approve the claim; 3) suggest a compromise; 4) advise the parties that the Design Professional is unable to resolve the claim.

4.2.3 Claims for Concealed or Unknown Conditions: If new and unforeseen items of work are discovered, which cannot be covered by any item or combination of items for which there is a Contract Sum, then the Contractor shall notify the Design Professional as quickly as reasonably possible and shall not continue working on the discovered new or unforeseen items without express written permission from the Design Professional. The Contractor shall complete such work and furnish such materials as may be required for the proper completion or construction of the work contemplated upon written Change Order from the Design Professional as approved by the Owner. Work shall be performed in accordance with the Contract Documents.

4.2.4 Claims for Extensions of Time: The Contractor shall provide written notice to Design Professional within ten days stating the cause of the delay and request an extension of Contract Time. The Design Professional will act on the request in writing. The extension of time shall be for a period equivalent to the time lost by reasons indicated. No extension of time shall be effective until included in a Change Order approved by the Design Professional and UCA.

4.2.5 Claims for Changes in the Work: The Contractor shall provide written notice to Design Professional within ten calendar days after the receipt of instructions from the Owner, as approved by the Design Professional, to proceed with changes in the Work and before such Work is commenced. Changes in the Work shall not be commenced before the claim for payment has been approved, except in emergencies endangering life or property. The Contractor's itemized estimate sheets showing labor and material shall be submitted to the Design Professional. The Owner's order (Change Order) for changes in the Work shall specify any extension of the Contract Time and one of the following methods of payment:

a. Unit prices or combinations of unit prices, which formed the basis of the original Contract.
b. A lump sum fee based on the Contractor's estimate, approved by the Design Professional and accepted by the Owner.

c. The actual cost of the Work plus an allowance of 12 percent and 5 percent for the General Contractor and Subcontractor, respectively.

4.2.6 Claims for Additional Costs: In case of an emergency which threatens loss or injury of property or safety of life, the Contractor shall be allowed to act, without previous instructions from the Design Professional, in a diligent manner. The Contractor shall notify the Design Professional immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted, but in no case more than 7 calendar days following the event causing the emergency, to the Design Professional for consideration. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided under these General Conditions. No agreement to pay costs for additional work shall be effective until included in a Change Order approved by the Contractor, the Design Professional and UCA.

ARTICLE 5 -- SUBCONTRACTORS

5.1 ASSIGNMENT OF CONTRACT

5.1.1 Neither the Owner nor the Contractor shall have the right to sublet, sell, transfer, assign, or otherwise dispose of the “Contract” or any portion thereof without written consent of the other party. No assignment, transfer, or subletting, even with the proper consent, shall relieve the Contractor of his liabilities under this Contract. Should any Assignee or Subcontractor fail to perform the work undertaken by him in a satisfactory manner, with UCA approval, has the right to annul and terminate the Assignee's or Subcontractor's contract on the project.

5.2 SUBCONTRACTS

5.2.1 The subcontracting of the whole or any part of the Work to be done under this Contract will not relieve the Contractor of his responsibility and obligations. All transactions of the Owner or Design Professional shall be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

5.2.2 The Contractor shall discharge or otherwise remove from the project any Subcontractor that the Owner or the Design Professional has reasonably determined as incompetent or unfit.

5.2.3 The Contractor may not change those Subcontractors listed on the proposal without the written approval of the Owner, Design Professional. The Contractor shall submit written evidence, which includes but is not limited to, that the substituted contractor is costing the same amount of money or less and if costing less, that the saving will be deducted from the total contract of the
prime contractor and rebated to the Owner prior to any approval. The Contractor shall submit his request to the design professional who then shall review the request, if approved, the request and approval shall be forwarded to the Owner. The Owner shall then review the request and accompanying paperwork and if approved, shall forward the approval and the accompanying documents to UCA. UCA shall review all of the documents. UCA shall provide written notification to the Contractor and the Design Professional as its determination. The Contractor shall not be relieved of any liabilities under this Contract, but shall be fully responsible for any Subcontractor or work by said Subcontractor where Subcontractor is employed by the Contractor to perform work under this Contract. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor and the State.

5.2.4 No officer, agent, or employee of the Owner, including the Design Professional, shall have any power or authority to bind the Owner or incur any obligation in his behalf to any Subcontractor, material supplier or other person in any manner whatsoever.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OTHER CONTRACTS

6.1.1 The Owner reserves the right to award other contracts in connection with the Project. The Contractor shall cooperate with the other contractors with regard to the storage of materials and equipment, access to the site, and execution of their work. It shall be the Contractor's responsibility to inspect the work of other contractors which will affect the work of this Contract and to report to the Owner irregularities which will not permit him to complete his work in a satisfactory manner or in the time allotted. Failure to so report shall constitute an acceptance of the work of other contractors.

6.2 DEPENDENCE ON OTHERS

6.2.1 If any part of the Contractor's work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Design Professional any apparent discrepancies or defects in such other work that render it suitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the work.

ARTICLE 7 -- CHANGES IN THE WORK

7.1 GENERAL

7.1.1 The Owner may, as the need arises, without invalidating the Contract, order changes in the work in the form of additions, deletions, or modifications. Compensation to the Contractor for additional work or to the Owner for deductions in the work and adjustments for the time of completion shall be adjusted at the time of ordering such change.
7.1.2 Additional work shall be done as ordered in writing by the Owner. The order shall state the location, character, and amount of extra work. All such work shall be executed under the conditions of the Contract, subject to the same inspections and tests.

7.1.3 The Design Professional and the Owner reserve and shall have the right to make changes in the Contract Documents and the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument, prepared by the Design Professional and approved by UCA stating their agreement upon the following, separately or in any combination thereof:

a. Description and details of the work.

b. Amount of the adjustment in the Contract Sum.

c. Extent of the adjustment in the Contract Time.

d. Terms and conditions of the Contract Documents.

7.2.2.1 Change Order requests by the Contractor shall be submitted in a complete itemized breakdown, acceptable to the Design Professional and UCA.

7.2.2.2 Where unit prices are stated in the Contract, Contractor should submit an itemized breakdown showing each unit price and quantities of any changes in the Contract Amount. The value of all such additions and deductions shall then be computed as set forth in Paragraph 7.2.2.3.

7.2.2.2 The Contractor shall present an itemized accounting together with appropriate supporting data for the purposes of considering additions or deductions to the Contract Amount. Supporting data shall include but is not limited to the following:

a. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker or workmen's compensation insurance;

b. Cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

d. Costs of premiums for all bonds and insurance, permit fees, and sales, use of similar taxes related to the Work; and
e. Additional costs of supervision and field office personnel directly attributable to the change. The burden of proof of cost rests upon the Contractor. Contractor agrees that UCA's Representative shall have the right, at reasonable times, to inspect and audit the books and records of Contractor to verify the propriety and granting of such cost.

7.2.2.3 Compute requests for changes be they additions or deductions as follows:

a. For work performed by the Contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Cost of Materials</td>
<td>a._____________</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>b._____________</td>
</tr>
<tr>
<td>Net Placing Cost</td>
<td>c._____________</td>
</tr>
<tr>
<td>W.C. Insurance Premium and FICA Tax</td>
<td>d._____________</td>
</tr>
<tr>
<td>Subtotal of a+b+c+d</td>
<td></td>
</tr>
<tr>
<td>Overhead and Profit, 12% x (a+b+c+d)</td>
<td>e._____________</td>
</tr>
<tr>
<td>Allowable Bond Premium</td>
<td>f._____________</td>
</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td>a+b+c+d+e+f</td>
</tr>
</tbody>
</table>

b. Credit for work deleted shall be computed as outlined in 7.2.2.3 a. through e., except the Contractor's share of overhead and profit percentage is seven percent.

c. For added work performed by Subcontractors: Subcontractors shall compute their work as outlined in 7.2.2.3 a. through e. To the cost of that portion of the work (Change) that is performed by the Subcontractor, the Contractor shall add an Overhead and Profit Change of five percent plus the Allowable Bond Premium.

d. For work deleted by a Subcontractor: Subcontractors shall compute their work as outlined in 7.2.2.3 a through e, except that the overhead and profit shall be seven percent and the Contractor's overhead and profit shall be five percent.

7.3 **PAYMENT FOR CHANGES IN THE WORK**

7.3.1 All changes in the Work will be paid for in the manner indicated in Article 4, Paragraph 4.2, and the compensation thus provided shall be accepted by the Contractor as payment in full for the use of small tools, superintendent's services, premium on bond, and all other overhead expenses incurred in the prosecution of such work.

7.3.2 The Owner shall not be deemed to have agreed to any costs for additional work, to have agreed to additional time for completion, or to have agreed to any other change in the terms and conditions of the Contract Documents until Owner, Design Professional and Contractor have executed a Change Order to this Contract, and the Change Order is approved by UCA.
ARTICLE 8 -- TIME

8.1 DEFINITIONS

8.1.1 Contract Time is the period of time identified in the Contract Documents for Substantial Completion of the Work, including authorized adjustments made as part of Change Orders agreed to by the Contractor Design Professional and UCA.

8.1.2 Date for commencement of the Work is the fifth calendar day following the date of mailing, by regular mail, of the Notice to Proceed, unless otherwise stated in the Contract.

8.1.3 Date of Substantial Completion is the date certified by the Design Professional and UCA.

8.2 PROGRESS

8.2.1 Time limits identified in the Contract Documents are of the essence of the Contract. The Contractor confirms that the Contract Time is a reasonable period of time for performing the Work.

8.3 HOLIDAYS

8.3.1 New Year's Day, Robert E. Lee/Dr. Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day thereafter, Christmas Eve and Christmas Day will be considered as being legal holidays; no other days will be considered unless declared by the Governor of the State of Arkansas through an Executive Order or Proclamation. No Design Professional clarifications, observations, or State inspections will be provided on legal holidays.

8.4 DELAYS

8.4.1 Delays beyond the Contractor's control occasioned by an act or omission on the part of the Owner, strikes, fires, additions to the work, delays by any separate contractor employed by the Owner, extremely abnormal weather conditions, or other delays beyond the Contractor's control may, if agreed to by Change Order by the Contractor, the Design Professional and entitle the Contractor to an extension of time in which to complete the work. While such delays may be just cause for an extension of the Contract Time, the Contractor shall not have a claim for damages for any such cause or delay.

8.5 INCLEMENT WEATHER

8.5.1 Include in construction time stated in Contract documents an allowance for calendar days per month which, according to the following inclement weather table may not be available for construction out-of-doors (normal inclement weather).
8.5.2 Contract time will not be extended due to normal inclement weather unless the Contractor can substantiate, to satisfaction of Architect, that greater-than-normal inclement weather occurred, considering the full term of contract time, using a 5-year average of accumulated record mean values from climatological data compiled by the U.S. Department of commerce National Oceanic and Atmospheric Administration for the project local, and that alleged greater-than-normal inclement weather actually delayed work or portions of work. All inclement weather day extension submittals must be submitted to the Architect for review and approval by the 15th of the following month.

ARTICLE 9 -- PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Design Professional and Owner and for all risks of every description connected with the prosecution of the Work, for all expenses incurred in consequence of the suspension or discontinuance of the Work as specified, for any infringement of patent, trademark, or copyright, and for completing the Work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

9.1.2 No moneys payable under Contract or any part thereof, except the estimate for the first month or period, shall become due and payable if the Owner so elects until the Contractor shall satisfy the said Owner that he has fully settled or paid for all materials and equipment used in or on the Work and labor done in connection therewith, and the Owner, if he so elects, may pay any or all such bills wholly or in part and deduct the amount or amounts so paid from any monthly or final estimate excepting the first estimate.

9.1.3 In the event the surety on any contract or payment bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has the right to do business in a state revoked as provided by law, the Owner may at its election withhold payment of any estimate filed or approved by the Design Professional until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by such surety. Any and all subsequent bonds shall be filed with the Circuit Clerk of the County in which the Work is being performed.
9.2 SCHEDULE OF VALUES

9.2.1 The Contractor shall submit to the Design Professional a schedule of values for each part of the Work. The schedule shall be a complete breakdown of labor and materials for the various parts of the Work including an allowance for profit and overhead. The total of these amounts shall equal the Contract Sum. The approved schedule of values shall be used as a basis for the monthly payments to the Contractor. In applying for the monthly payment, the Contractor shall show a detailed account of work accomplished in conformity with the schedule.

9.3 MEASUREMENT OF QUANTITIES

9.3.1 The Contractor shall be paid for all Work performed under the Contract based on Design Professional computations of as-built quantities and the Contractor's Contract Sum. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the Work; for all loss or damage, because of the nature of the Work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the prosecution of the Work and for which payment is not specifically provided for all or any part of the Work; and for well and faithfully completing the Work in accordance with the Contract Documents. The method of computation and payment for each item shall be as set forth in the Specifications or the Supplementary Conditions.

9.4 REQUESTS FOR PAYMENT

9.4.1 The Contractor may submit periodically, but not more often than once each month, a Request for Payment for work completed. When unit prices are specified in the Contract Documents, the Request for Payment shall be based on the quantities completed.

9.4.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, and if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner and the Design Professional to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.4.3 The Contractor shall furnish the Design Professional all reasonable facilities and job tickets required for obtaining the necessary information relative to the progress and execution of the Work and the measurement of quantities. Each Request for Payment shall be computed from the work completed on all items listed in the approved schedule of values less retainage as indicated in Paragraph 9.5.2.
9.5 PERIODIC ESTIMATES FOR PAYMENT

9.5.1 Unless otherwise stated in the Specifications or Supplementary Conditions, the Owner shall cause the Design Professional to prepare an Estimate for Payment to the Contractor each month. The Design Professional will make the estimate for the materials complete in place and the amount of work performed in accordance with the Contract between the twenty-fifth day of the month and the fifth day of the succeeding month.

9.5.2 From the total of the amount estimated to be paid, an amount equal to five (5) percent of the total completed shall be retained from each payment request. All sums withheld by the Owner and requested in a Final Pay Request prepared by the Owner or Contractor will be paid to the Contractor within 30 days after the Contract has been completed and the work approved by ABA. No retainage will be withheld on that amount of the progress payment pertaining to the cost of materials stored at the site or within a bonded warehouse.

9.6 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

9.6.1 When alterations in the quantities of work not requiring Contract modifications are ordered and performed, the Contractor shall accept payment in full at the Contract Sum, for the actual quantities of work accomplished. No allowance will be made for anticipated profits. Increased or decreased work involving Contract modifications shall be paid for as stipulated in such Contract modifications.

9.7 DESIGN PROFESSIONAL'S ACTION ON A REQUEST FOR PAYMENT (See 9.9)

9.7.1 The Owner shall cause the Design Professional to, within five working days plus time required for transmittal from one party to another, act on a Request for Payment by the Contractor in one of the following:

a. Approve the Request for Payment as submitted by the Contractor, and transmit same to the Owner.

b. Approve an adjusted amount, as the Design Professional will decide is due the Contractor informing the Contractor in writing of the reason for the adjusted amount, and transmit same to the Owner.

c. Withhold the Request for Payment submitted by the Contractor informing the Contractor, and UCA in writing of the reason for withholding the request.
9.8 OWNER'S ACTION ON A REQUEST FOR PAYMENT AND FINAL PAYMENT (See 9.9)

9.8.1 The Owner will, within five working days plus transmittal time between the various state agencies involved, act on a Request for Payment (not Final) after approval by the Design Professional by one of the following:

a. Approve the Request for Payment as approved by the Design Professional, process the payment.

b. Approve payment of an adjusted amount as the Owner will decide is due the Contractor, informing the Contractor and the Design Professional in writing of the reason for the adjusted amount of payment.

c. Withhold the Request for Payment informing the Contractor, and the Design Professional in writing of the reason for withholding the payment.

9.8 ARKANSAS STATE AGENCIES ACTION ON A REQUEST FOR PAYMENT

9.8.1 The State shall process payments in accordance with Ark. Code Ann. §19-4-1411, which establishes the time limits for the Design Professional, the Owner, and the Department of Finance and Administration. It also authorizes the Chief Fiscal Officer of the State to investigate any complaints of late payments and assess penalties for late payment. Complaints shall be addressed to "Chief Fiscal Officer of the State: Department of Finance and Administration; 1509 West Seventh Street, Suite 401; Post Office Box 3278; Little Rock, AR 72203-3278.

9.9 WITHHOLDING PAYMENT

9.9.1 The Design Professional or the State may withhold payment for contested issues, including but not limited to, defective work on the project; evidence indicating the probable filing of claims by other parties against the Contractor related to the project; damage caused to another contractor; reasonable evidence that Work cannot be completed for the unpaid balance of the Contract Sum or within Contract Time or failure of the Contractor to make payments on materials, equipment or labor to subcontractors. It is the responsibility of the contesting party to notify the Contractor in writing that payment has been contested and the reasons why. The notification must be done within the timeframe specified for processing of payment under Ark. Code Ann. §19-4-1411.

9.10 PAYMENT FOR UNCORRECTED WORK

9.10.1 Should the Design Professional direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made to compensate the Owner for the uncorrected work. The Design Professional shall determine the amount of the equitable deduction.

9.11 PAYMENT FOR REJECTED MATERIALS AND WORK
9.11.1 The removal of rejected Work and materials and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor. The Contractor shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement with acceptable work.

9.12 **DATE OF SUBSTANTIAL COMPLETION**

9.12.1 A Certificate of Substantial Completion, which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to work, and insurance and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion, unless another timeframe is stated in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall not become effective until approved by UCA.

9.13 **FINAL COMPLETION AND PAYMENT BY OWNER**

9.13.1 The Contractor shall furnish a letter from the Design Professional attached to the Contractor's final estimate, which shall include all retainage withheld, certifying that the Design Professional has received and approved all guarantees, bonds, maintenance and operation manuals, air balance data, shop drawings, catalog data, and record documents specified in the Contract Documents.

9.13.2 Before final payment, the Contractor shall furnish to the Design Professional executed copies of the Release of Claims and Consent of the Performance and Payment Bond Surety for Final Payment. Items listed in this Section Nine (9) shall be submitted with and at the same time as the final estimate to the Design Professional and shall be promptly delivered by the Design Professional to the Owner. No final payment or release of retained amounts shall be made without complete compliance with this Section Nine (9), and approval by UCA of the Final Pay Request, which shall include payment of all retained amounts.

9.14 **PARTIAL OCCUPANCY OR USE**

9.14.1 The Owner may occupy or use any completed or partially completed portion of the Work provided such use or occupancy is consented to by the insurer and authorized. The Contractor will prepare a list of items to be completed or corrected before partial acceptance. Upon receipt of the Contractor's list, the Design Professional will make an inspection to determine whether the Work or portion thereof is substantially complete. No portion of the work shall be considered substantially complete unless described in a Certificate of Substantial Completion Form approved by the Contractor, Owner, and Design Professional.
9.14.2 The Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to Work and insurance, identify work items to be corrected or completed by the contractor and shall fixing the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion, unless another timeframe is stated in the Certificate of Substantial Completion. No retained amounts shall be paid until the Contractor, Design Professional and the Owner approve a Certificate of Substantial Completion for all of the Work unless specifically provided for by this contract, and all other conditions for final acceptance of this Work are met to the satisfaction of the Owner.

9.15.3 Instances where some of the Work is “sectioned” out and substantially completed, the retained amounts shall not be paid until the final Certificate of Substantial Completion of the entire Work is approved by the Contractor, Design Professional and the Owner and all other conditions of this Section Nine (9) are met by the Contractor.

9.15 **FINAL INSPECTION**

9.15.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents, laws, ordinances, or any public authority having jurisdiction shall be made at the appropriate time. The Contractor shall give the Design Professional timely notice of when and where tests and inspections shall be made so that the Design Professional may be present. The Contractor shall make arrangements for the testing and inspection with an independent testing laboratory.

9.15.2 The Contractor shall ensure that the final completed work is in accordance with the Contract Documents. Required certificates of testing and inspection shall be secured by the Contractor and delivered to the Design Professional, unless otherwise required by the Contract Documents.

9.16 **ASSIGNMENT OF WARRANTIES**

9.16.1 All warranties of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of the Work and at such time as the Contractor receives final payment.

9.16.2 In case of warranties covering work performed by subcontractors, such warranties shall be addressed to and in favor of the Owner. The Contractor shall be responsible for delivery of such warranties to the Owner prior to final acceptance of the work.

9.16.3 Delivery of guarantees or warranties shall not relieve the Contractor from any obligation assumed under any provision of the Contract. All warranties shall be for one year from the date of Substantial Completion of the Project, unless extended otherwise.
9.17  **ACCEPTANCE AND FINAL PAYMENT**

9.17.1 Upon receipt of written notice that the Work is ready for final inspection, the Design Professional together with UCA will conduct such inspection and when the Design Professional determines the work is acceptable to the Design Professional, UCA and the Design Professional shall certify his acceptance to the Owner. Final Payment shall be the Contract Sum plus approved Change Order additions less approved Change Order deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the Work. The Owner, upon approval by the Design Professional of all documentation to be provided by the contractor in accordance with this Section 9, and approval by the Design Professional, Contractor and Owner of the Certificate of Substantial Completion will accept the Work and release the Contractor, except as to the conditions of the Performance and Payment Bond, any legal rights of the Owner, required guarantees and correction of faulty work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Design Professional to assemble and check the necessary data.

9.17.2 Acceptance of final payment by the Contractor shall constitute waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Request for Payment. Any claims for interest on delinquent payments shall be made pursuant to Ark. Code Ann. § 22-9-205.

**ARTICLE 10 -- PROTECTION OF PERSONS AND PROPERTY**

10.1  **GENERAL**

10.1.1 The Contractor shall at all times exercise precaution for the safety of employees on the Project and of the public, and shall comply with all applicable provisions of federal, state and municipal safety laws and applicable building and construction codes. The Contractor shall provide and maintain passageways, guard fences, lights, and other facilities for protection required by all applicable laws. All machinery, equipment, and other physical hazards shall be guarded in accordance with all federal, state or municipal laws or regulations.

10.1.2 The Work, from commencement to completion, and until written acceptance by the Design Professional, and the Owner or to such earlier date or dates when the Owner may take possession and control in accordance with Section Nine (9) of these General Conditions, shall be under the charge and control of the Contractor and during such period of control by the Contractor, all risks in connection therewith shall be borne by the Contractor. The Contractor shall make good and fully repair all damages to the Project by reason of the Contractor's negligence, and make good on all injuries to persons caused by any
casualty or cause by reason of the Contractor's negligence. The Contractor shall adequately protect adjacent Property as provided by law and the Contract Documents. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property during the control by the Contractor of the project or any part thereof.

10.1.3 The Contractor shall at all times so conduct the Work as to ensure the least possible obstruction to traffic, to the general public, and the residents in the vicinity of the Work, and to ensure the protection of persons and property. No road, street, or highway shall be closed to the public except with the permission of the Owner and proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. The local fire department shall be notified of the temporary closing of any street.

ARTICLE 11 -- INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall secure and maintain in force during this Contract such insurance as is specified within the Contact Documents, from an insurance company authorized to write the prescribed insurance in the jurisdiction where the Project is located as will protect the Contractor, his subcontractors, and the Owner from claims for bodily injury, death, or property damage which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until he has obtained all the insurance required, has filed the Certificate of Insurance with the Owner, and the certificate has been approved by the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without written notice to the Owner of intention to cancel.

11.1.2 Workman's Compensation and Employer's Liability Insurance in statutory limits shall be secured and maintained as required by the laws of the State of Arkansas. This insurance shall cover all employees who have performed any of the obligations assumed by the Contractor under these Contract Documents including Employer's Liability Insurance. This insurance shall protect the Contractor against any and all claims resulting from injuries, sickness, disease, or death to employees engaged in work under this Contract.

11.1.3 Comprehensive General Liability Insurance, including automobile and truck liability. Prior to blasting, the Contractor shall furnish Certificate of Insurance, which shall certify that damage caused by blasting is within the coverage of his Comprehensive General Liability Insurance to the full limits thereof. Hired and non-owned automobile insurance for automobiles and trucks shall include hired and non-owned automobile coverage.

11.1.4 Contractor's Protective Liability Insurance: The Contractor shall indemnify and save harmless the Owner from and against all losses and all suits, claims, demands, judgments, actions, and payments of every description and nature brought or recovered against him by reason of any omission or act of the
Contractor, his agents, or employees in the execution of the Work or in the guarding of it. The Contractor shall secure and maintain protective liability insurance in the name of the Owner and the Contractor covering them from contingent liability under this Contract.

11.1.5 Builder's Risk and Fire Insurance: The Contractor shall procure and maintain during the life of this Contract Builder's Risk Insurance fire, lightning, extended coverage, vandalism, and property theft on the insurable portion of the Project on a 100 percent completed value basis against damage to the equipment, structures, or material. The Owner and the Contractor, as their interests may appear, shall be named as the Insured.

11.1.6 Proof of Insurance: The Contractor shall maintain the insurance coverage's required by this contract (see Section 00825 Insurance requirements) throughout the term of this contract, and shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled, or materially altered except after 15 days prior written notice has been received by the Owner."

11.2 BONDS

11.2.1 Performance and Payment Bond: The Contractor shall, at the time of execution of the Contract, furnish bonds covering faithful performance of the Contract and the payment of obligations. Performance and Payment bond, and any amendments thereto, shall be filed with the circuit clerk office in the County Courthouse of the county where the work shall be performed.

ARTICLE 12 -- UNCOVERING AND CORRECTION OF WORK
12.1 EXAMINATION OF COMPLETED WORK

12.1.1 If any portion of the work should be covered contrary to the request of the Owner, Design Professional, or Inspector or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, Design Professional, or Inspector, be uncovered for his observation and replaced at the Contractor's expense.

12.2 DEFECTIVE WORK

12.2.1 Defective work, whether through the use of defective materials, the result of poor workmanship, or any other cause, shall be removed within ten days after notice is given by the Owner or Design Professional. The Work and affected materials and equipment shall be removed and replaced as necessary to comply with the Contract Documents without additional cost to the Owner. The fact that the defective work may have been previously overlooked by the Design Professional shall not constitute acceptance.

12.3 REJECTED MATERIALS
12.3.1 Materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Design Professional, or are in any way unsuited or unsatisfactory for the purpose for which intended, shall be rejected. Defective materials shall be removed within ten days after notice by the Design Professional. The materials shall be replaced with new materials as necessary to comply with the Contract Documents at no additional cost to the Owner. The fact that the defective material may have been previously overlooked by the Design Professional shall not constitute acceptance.

12.3.2 Should the Contractor fail to remove and replace rejected material within the specified ten days after written notice to do so, the Owner may remove and replace the material and deduct the cost from the Contract Sum.

12.4 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

12.4.1 The approval of the final Request for Payment by the Design Professional and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility to correct faulty materials or workmanship promptly after receipt of written notice from the Owner. The Owner shall give such notice of faulty materials or workmanship promptly, after discovery of the condition. If the Contractor fails to correct the defects, promptly, after receipt of written notice from Owner, the Owner may have the work corrected at the Contractor's expense.

ARTICLE 13 -- MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the laws and regulations of the STATE OF ARKANSAS. Venue for any administrative action or judicial proceedings shall be Pulaski County, Arkansas. Nothing in these General Conditions shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

13.1.2 The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work. The Contractor shall indemnify and save harmless the Owner against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by himself or his employees.

13.1.3 The Contractor shall comply with the laws of the local, state, and federal government regarding wages and hours of labor.

13.2 WRITTEN NOTICE

13.2.1 Consider as served when delivered in person or sent by certified or registered mail to the individual, firm, or corporation or to the last business address of such known to him who serves the notice.
13.2.2 The written Notice to Proceed with the Work shall be issued by the Design Professional after the execution of the Contract by the Owner. The Contractor shall begin and prosecute the Work and uninterruptedly in a manner that will complete the Work within the time limits stated in the Contract.

13.3 **TESTS AND INSPECTIONS**

13.3.1 All materials and each and every part of the Work shall be subject at all times to inspection by the Owner, Design Professional, or the Inspector. The Contractor shall be held to the intent of the Contract Documents in regard to quality of materials, equipment, and workmanship, and the diligent execution of the Contract. The inspection may extend to and include plant, shop, or factory inspection of material furnished. The Contractor agrees to allow Federal or State inspectors, acting in an official capacity, to have access to the job site.

13.3.2 The Owner, Design Professional and the Inspector shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection for ascertaining if the Work as performed is in accordance with the requirements and the Contract Documents.

13.3.3 Inspectors shall only have authority to suspend any work in a life-threatening situation, which is being improperly done, subject to the final decision of the Owner or Design Professional. Inspectors shall have no authority to permit deviations, or to relax provisions of the Contract Documents without the written permission or instruction of the Owner or Design Professional, or delay the Contractor by failing to work with reasonable promptness.

13.4 **VERBAL AGREEMENTS**

13.4.1 No verbal objection, order, claim, or notice by any of the parties involved to the other parties shall affect or modify any of the terms or obligations contained in the Contract Documents. None of the terms or provisions of the Contract Documents shall be considered waived or modified unless the waiver or modification thereof is in writing, and agreed upon by the parties in the form of a Change Order approved by the Design Professional, Contractor and UCA, and no evidence shall be introduced in any proceeding of any other waiver or modification.

**ARTICLE 14 -- TERMINATION OR SUSPENSION OF THE CONTRACT**

14.1 **SUSPENSION OF WORK**

14.1.1 The work or any portion thereof may be suspended at any time by the Owner provided that the Owner gives the Contractor written notice of the suspension. The notice shall set forth the date on which the work is to be suspended and the date on which the work is to be resumed. The Contractor shall resume the
work upon written notice from the Owner within ten days after the date set forth in the notice of suspension.

14.1.2 The Owner will have the authority to suspend the work, wholly or in part, for such period of time as deemed necessary. The suspension may be due to unsuitable weather, or such other conditions as are considered unfavorable for the proper prosecution of the work, or the failure on the part of the Contractor to fulfill the provisions of the Contract. Failure to supply material, equipment, or workmanship meeting the requirements of the Contract Documents shall be just cause for suspension of the Work. The Contractor shall not have the right to suspend operations without the Design Professional or Owner's permission.

14.2 TERMINATION BY OWNER FOR CAUSE

14.2.1 The Owner will have the right to terminate the Contract upon giving ten days written notice of the termination to the Contractor and the Contractor’s surety, in the event of any default by the Contractor and upon written notice from the Design Professional to the Owner that sufficient cause exists to justify such action. In the event of termination of the Contract, the Owner may take possession of the Work and of all materials, tools, and equipment and construction equipment and machinery thereon and may finish the work by whatever method he may select. If the Owner does not elect to use his own forces, the surety shall furnish a competent licensed contractor within 10 working days from the written notice to the surety.

14.2.2 It shall be considered a default by the Contractor whenever he shall become insolvent; declare bankruptcy assigns assets for the benefit of his creditors; fails to provide qualified superintendence, proper materials, competent subcontractors, competent workmen; fails to make prompt payments for labor, materials, or equipment; disregards or violates provisions of the Contract Documents; disregards the Owner’s, or the Design Professional’s instructions; fails to prosecute the Work according to the approved schedule of completion, including extensions thereof as provided for by approved Change Orders; and fails to start the Work on the date established in the Notice to Proceed.

14.3 TERMINATION BY OWNER FOR CONVENIENCE

The Owner will have the right to terminate the Contract for Convenience and without cause upon giving ten days written notice of the termination to the Contractor and Contractor’s surety and UCA. Once notice is received, the Contractor shall: cease all operations as indicated by the written notice and take necessary actions or at the Owner’s direction as indicated by the written notice, for the protection and preservation of the work; and terminate existing subcontractors and purchase orders upon the effective termination date as indicated in the notice and not enter into any contracts involving subcontractors or purchase orders.

If the contract is terminated upon the convenience of the Owner, the Contractor is entitled to receive payment for the work executed and accepted
by the Owner, and the overhead and profit credit amount of 7% of the work that was left to be performed in the contract.

ARTICLE 15 – ALTERNATIVE DISPUTE RESOLUTION

15.1 MEDIATION

15.1.1 In the event of any dispute regarding the Contractor, Architect, Engineer, and/or Owner (hereinafter referred to as party/parties for this section only) under this Agreement, the party shall notify the appropriate UCA Administrator (UCA Purchasing Director) in writing. The UCA Administrator or his designee will then attempt to negotiate a settlement of the dispute between the parties.

15.1.2 If the UCA Administrator, or designee, determines he is unable to negotiate a settlement between the parties, the parties may participate in mediation. A request for mediation must be made in writing to the Owner and the parties shall agree upon the location of the mediation. A Mediator mutually agreed upon by the parties shall conduct the mediation process. Mediation shall be voluntary, non-binding and all proceedings in connection with such shall be subject to this Agreement and applicable provisions of Arkansas law. Any mediation fees shall be borne equally between the parties. The parties shall coordinate mediation and the Owner shall notify of any mediation prior to it taking place. UCA Administrator or his designee may view any and all mediation proceedings. Any settlements arising out of the mediation process must be approved by UCA.

15.1.3 Notwithstanding anything to the contrary contained herein, if any dispute arises between the Parties, whether or not it requires at any time the use of dispute resolution procedures described above, in no event, nor for any reason, shall the Contractor, Architect, or Engineer interrupt the provision of services/performance to the Owner, or perform any other action that prevents, slows down, or reduces, in any way, the provisions of the Agreement unless: (a) authority to do so is granted by UCA and approved by UCA or (b) the Agreement has been terminated by the UCA. Nothing in these contract documents, including the use of mediation, shall be construed to waive the sovereign immunity of the State of Arkansas or any entities thereof.

15.2 ARBITRATION

15.2.1 In the event of any dispute regarding the Contractor, Architect, Engineer, and/or Owner (hereinafter referred to as party/parties for this section only) under this Agreement, the party shall notify the appropriate UCA Administrator (Purchasing Director) in writing. The UCA Administrator or his designee will then attempt to negotiate a settlement of the dispute between the parties.

15.2.2 Claims, disputes and other matters in question between the parties may be decided by arbitration if the UCA Administrator, or designee, determines he is unable to negotiate a settlement (due to time or other reasons) between the parties, and/or the parties are unwilling to have UCA negotiate and/or the parties are unable to settle the dispute, and these issues were not resolved by mediation. Requests for
arbitration must be made in writing to the Owner. The parties shall agree upon the Arbitrator, process and procedures and the location of arbitration. Arbitration while voluntary shall be binding and all proceedings in connection with such shall be subject to this Agreement and applicable provisions of Arkansas law. Any arbitration fees shall be borne equally between the parties. The parties shall coordinate arbitration and the Owner shall notify of any arbitration prior to it taking place. UCA Administrator or his designee may view any and all arbitration proceedings.

15.2.3 Not with standing anything to the contrary contained herein, if any dispute arises between the Parties, whether or not it requires at any time the use of dispute resolution procedures described above, in no event, nor for any reason, shall the Contractor, Architect, or Engineer interrupt the provision of services/performance to the Owner, or perform any other action that prevents, slows down, or reduces, in any way, the provisions of the Agreement unless: (a) authority to do so is granted by UCA and approved by UCA or (b) the Agreement has been terminated by UCA. Any award rendered by the arbitrator shall be final. Nothing in these contract documents, including the use of arbitration, shall be construed to waive the sovereign immunity of the State of Arkansas or any entities thereof.

End of SECTION 007213
GENERAL CONDITIONS
CONTRACTOR’S INSURANCE REQUIREMENTS
Section 007316

(1) Commercial General Liability: The Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of the contract, Commercial General Liability insurance covering bodily injury and property damage containing minimum limits of one million dollars ($1,000,000) written on a per occurrence form with a two million dollars ($2,000,000) aggregate limit. This insurance shall include personal injury coverage with employment exclusion deleted, and contractual liability. Such coverage shall include products and completed operations and shall not be excluded under the commercial general liability insurance. Nothing shall prohibit the University from requiring increased amounts than stated herein.

(2) Umbrella Liability: The Contractor shall be required to furnish umbrella liability coverage, and keep in effect during the term of the contract which provides excess limits over the primary coverage. Agencies must refer to the recommendation of the Risk Management division of the Arkansas Insurance Department on the minimum amount of coverage.

(3) Automobile Liability: The Contractor shall obtain, at Contractor’s expense and keep in effect during the term of the contract, automobile liability insurance including hired and non-owned coverage in minimum amounts of one million dollars (1,000,000) per occurrence.

(4) Workers’ Compensation and Employers’ Liability: The Contractor, its subcontractors, if any and all employee providing work, labor or materials used in connection with this work.

(5) Contractor’s Equipment:
(a) The Contractor shall be responsible for any loss, damage or destruction of its own property or that of any subcontractor’s equipment and materials used in connection with this work.
(b) Contractor will purchase at Contractor’s own sole cost and expense such policy to cover contractor’s owned property.
(c) Contractor will provide waiver of subrogation to Owner.
(d) Pollution Liability: If requested by Owner at any time, Contractor shall, at Contractor’s expense, obtain and maintain in force and effect for the term of the contract Pollution Liability Insurance covering losses caused by pollution conditions that result from the performance of the Contract. This requirement also applies to any consultant or contractor engaged by Contractor or performing construction, geotechnical, well drilling, abatement activities or contractor services.
(e) Pollution Liability Insurance shall cover Owner costs and liabilities attributable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; clean-up cost; and defenses, including costs and expenses (including attorney’s fees) incurred in the investigation, defense or settlement of claims. Contractor shall maintain such insurance in an amount of at least two million dollars (2,000,000) per loss with annual aggregate of at least five
million dollars ($5,000,000). Nothing shall prohibit the University from increasing the amounts stated herein.

(f) If coverage is written on a claims-made basis, Contractor represents that any retroactive dates applicable to coverage under the policy precedes the effective date of the letter; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years or as required by law beginning from the time that services under the contract are completed.

(g) If the scope of work as defined in this Contract includes the disposal of any hazardous or non-hazardous materials from the Projects site, the Contractor must furnish to the owner evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this Contract. Such coverage must be maintained in amounts conforming to applicable laws, rules and regulations.

(h) Remediation: Remediation Contractor shall provide liability insurance for the removal or remediation of asbestos including the transportation and disposals of asbestos waste materials from the Project site. Limits of insurance shall be not less than those required under the Commercial General Liability policy. Depending on the nature and amount of asbestos to be removed/abate, Owner may request higher limits than those required by the Commercial General Liability policy.

(i) Additional Requirements: All policies shall be provided by insurers qualified to write the respective insurance in the State of Arkansas, be in such form and include such provision as are generally considered standard provisions for the type of insurance involved.
Bettye McClendon  
University of Central Arkansas  
201 Donaghey, McCastlain/101  
Conway, AR 72035  

Re: SHORT/DENNEY HALL ROOF REPLACEMENT  
UNIVERSITY OF CENTRAL ARKANSAS  
CONWAY, ARKANSAS  
FAULKNER COUNTY  

April 9, 2015  

Dear Ms. McClendon:  

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number 14-501 establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.  

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).  

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).  

Also enclosed is a "Statement of Intent to Pay Prevailing Wages" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.  

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.  

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.  

Sincerely,  

Lorna K. Smith  
Prevailing Wage Division  

Enclosures
Arkansas Department of Labor Prevailing Wage Determination

Date: 4/9/2015  Determination #: 14-501  Expires: 10/9/2015

Project: Short/Denney Hall Roof Replacement
Site: University of Central Arkansas
City: Conway, Arkansas
Project County: Faulkner  Survey#: 714-AR02

COUNTY(S)  Group
Faulkner  2
Lonoke

CLASSIFICATION  Basic Hourly Rate  Fringe Benefits

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<tr>
<th>Classification</th>
<th>Rate</th>
<th>Benefits</th>
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<tr>
<td>Asbestos Worker/Insulator</td>
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<tr>
<td>Bricklayer/Pointer, Cleaner, Caulker, Stone Mason</td>
<td>$20.10</td>
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<tr>
<td>Carpenter</td>
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<tr>
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<td>Ironworker (Including Reinforcing Work)</td>
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<td>Group 4 - Operator</td>
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<tr>
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<td>Low Voltage/Alarm Installer</td>
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<tr>
<td>Electrician</td>
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<td>$4.90</td>
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Welders receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/1/2014

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.
Power Equipment Operators:

Group II
Operators engaged in operating the following equipment or performing work relative to the engineer's jurisdiction: Hydraulic cranes, cherry pickers, backhoes, and all derricks with a lifting capacity less than 50 tons, as specified by the manufacturer, all backhoes, tractor or truck type, all overhead & traveling cranes, or tractors with swinging boom attachments, gradealls all above equipment irrespective of motive power, leverman (engineer), hydraulic or bucket dredges, irrespective of size, trackhoes, excavators.

Group III
Heavy Equipment Operators. Operators engaged in operating the following equipment: all bulldozers, all front end loaders, all sidebooms, skytracks, forklifts, all push tractors, all pull scrapers, all motor graders, all trenching machines, regardless of size or motive power, all backfillers, all central mixing plants, 10S and larger, finishing machines, all boiler fireman high or low pressure, all asphalt spreaders, hydro truck crane, multiple drum hoist, irrespective of motive power, all rotary, cable tool, core drill or churn drill, water well and foundation drilling machines, regardless of size, regardless of motive power and dredge tender operator, asphalt paving machines.

Group IV
Light Equipment Operators. Operators engaged in operating the following equipment: Oilerdriver motor crane, single drum hoists, winches and air tuggers, irrespective of motive power, winch or A frame trucks, rollers of all types and pull tractors, regardless of size, elevator operators inside and outside when used for carrying workmen from floor to floor and handling building material, Lad-A-Vator Conveyyor, batch plant, and mortar or concrete mixers, below 10S, end dump euclid, pumpcrete spray machine and pressure grout machine, air compressors, regardless of size. All light equipment, welding machines, light plants, pumps, all well point system dewatering and portable pumps, space heaters, irrespective of size, and motive power, equipment greaser, oiler, mechanic helper, drilling machine helper, asphalt distributor and like equipment, safety boat operator and deckhand.
STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: SHORT/DENNEY HALL ROOF REPLACEMENT
UNIVERSITY OF CENTRAL ARKANSAS
CONWAY, ARKANSAS
FAULKNER COUNTY

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by Arkansas Prevailing Wage Determination Number 14-501 for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>Phone#</th>
<th>Signature and Title of Business Official</th>
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<tbody>
<tr>
<td>General/Prime Contractor</td>
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<tr>
<td>Electrical Subcontractor</td>
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<tr>
<td>Roofing/ Sheet Metal Subcontractor</td>
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</table>

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR WITHIN 30 DAYS OF THE NOTICE TO PROCEED FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.
ROOF OVERLAY
UNIVERSITY OF CENTRAL ARKANSAS SHORT & DENNY HALL

SCOPE of WORK

The purpose of this project shall be to overlay the existing roofing system with TPO roofing material on Short & Denny Hall roof located on the campus of the University of Central Arkansas. Information within the written Specifications for this project shall supersede any information within the written Scope of Work.

Contractor shall furnish all labor, tools, materials, plant, and equipment to install approximately 34,000 square feet of new roofing materials, and insulation. Contractor shall also remove, roof vent jacks, flashing, and etc from the roof of Short & Denny Hall roof section and joining lower sections of the buildings. University of Central Arkansas in preparation for installing a new tapered roof system using TPO THERMOPLASTIC Single-Ply roofing materials, and Polysicyanurate roof board insulation. Start with 1.5" Taper ISO insulation at perimeter and then ¼" inch per foot ISO taper system per drawing., Roof vents, flashings, and misc penetrations must be removed prier to installing new roof. New Exhaust fans and duct work to be installed by mechanical contractor and roofing contractor is to flash all penetrations made by mechanical. Contractor shall be responsible for his/her own measurements. All old roofing materials, insulation, and project debris shall be removed from campus and disposed of in accordance with all regulations and laws.

1. Contractor shall power wash existing roof system and remove all aluminum roof coating. Contractor shall remove the existing roof vents, flashing and existing roof hatch and install a new roof hatch and ladder that will be installed at location determined by owner. Contractor shall install new decking and insulation at area where old roof hatch was removed. Decking to be approved by construction manager. New roof hatch shall be similar to the one removed and approved by owner. Roofing contractor to install new roof hatch according to specifications by manufacture. TPO membrane flashing at roof hatch must meet manufacture flashing specifications.

2. Roofing contractor to Install new 2x4 treated wood nailer around perimeter of roof to accept starting thickness of 1.5" taper ISO board. Contractor shall install new closed cell Polysicyanurate foam taper board using 2-part urethane adhesives as recommended by manufacture to secure insulation to existing decking. Joint ends shall be staggered. Insulation shall be installed in a manner to provide adequate drainage to prevent standing water or pockets of water for a period of time not to exceed 72 hours.

3. Contractor shall install a fully adhered Thermoplastic Single Ply roofing materials to meet or exceed the specifications of Johns Manville JM TPO 80 mil membrane. Materials shall be .080 inch (80 mil) overall sheet thickness, 10 foot in width, 100 feet in length, with a weight of 420 pound per 1000 square feet with a flammability rating of class A. Contractor shall be required to install all roof materials, insulation, flashings, roof vents, and etc, as per the manufacturer’s requirements and
specifications, and provide the owner with a written twenty (20) year No Dollar Limit manufacturer’s materials warranty.

4. Exhaust fan and duct work will be installed by Mechanical contractor while roof is going on or approved method by construction manager. Fill insulation will be provided by roofing contractor at area where new exhaust fan unit is installed. Roofing contractor to work with mechanical contractor on flashing in new exhaust fan/and exhaust fan penetrations. All flashing shall be flashed according to mfg specifications. Walk pads will be installed under all duct support legs by roofing contractor.

5. The contractor shall be required to take extra precaution as to safety; using barricades to prevent possible injury to building occupants. Contractor shall be required to prevent debris, materials, tools, or other objects from falling off the roof. Contractor shall be required to place yellow construction warning ribbon and/or other warning signs blocking sidewalks and other areas whereby work is in progress overhead, this shall include doorways, sidewalks, and other areas where foot traffic have the possibility of being injured, but must maintain a open egress to and from the building.

6. Contractor and contractor employees shall be required to comply with Federal, State, and local safety requirement during the completion of this project. Contractor and contractor employees shall comply with the police and procedure of the University of Central Arkansas including, but not limited to traffic/parking regulations, firearms regulations, dress codes, profanity, and conduct while working on campus.

7. This contract may be canceled wholly or in part to the extent funds are no longer legally available for expenditure under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor.

8. Project coordinator and contact person shall be Terry Williams cell 501 454 8055 located in the UCA Physical Plant. Any substitutes, changes, alterations, and/or deletion of specified materials, installation, or method of installation must be approved in writing by the Project Coordinator.

9. This project shall have a starting date of May 5, 2015 and a final completion date of no later than August 1, 2015. All project debris must be removed from campus prior to contract completion date. The contract shall have a liquidated damages agreement in the amount of five hundred dollars ($ 500.00) per day for failure to complete as scheduled.

END
SECTION 075423 – THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING

- GENERAL

- SECTION INCLUDES

- TPO Adhered membrane roofing system.
- Roof insulation.

- RELATED SECTIONS

- Division 06 Section "Miscellaneous Rough Carpentry" for wood nailers, cants, curbs, and blocking.
- Division 07 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
- Division 07 Section "Manufactured Roof Expansion Joints."
- Division 22 Section "Storm Drainage Piping Specialties" for roof drains.

- REFERENCES

  - Roofing Terminology: Refer to the following publications for definitions of roofing work related terms in this Section:
    - ASTM D 1079 "Terminology Relating to Roofing and Waterproofing."
    - Glossary of NRCA's "The NRCA Roofing and Waterproofing Manual."
    - Roof Consultants Institute "Glossary of Roofing Terms."

- DESIGN CRITERIA

  - General: Installed roofing membrane system shall remain watertight; and resist specified wind uplift pressures, thermally induced movement, and exposure to weather without failure.
  - Material Compatibility: Roofing materials shall be compatible with one another under conditions of service and application required, as demonstrated by roofing system manufacturer based on testing and field experience.
• Wind Uplift Performance: Roofing system shall be identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist wind uplift pressure calculated in accordance with ASCE 7.

• SUBMITTALS
  • Product Data: Manufacturer’s data sheets for each product to be provided.
  • Detail Drawings: Provide roofing system plans, elevations, sections, details, and details of attachment to other Work, including:
    • Base flashings, cants, and membrane terminations.
    • Tapered insulation, including slopes.
    • Crickets, saddles, and tapered edge strips, including slopes.
    • Insulation fastening patterns.
  • Verification Samples: Provide for each product specified.
  • Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
  • Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in “Performance Requirements” and “Guarantees” Article.

• Provide evidence of meeting performance requirements and intent to guarantee.

  • Qualification Data: For Installer and manufacturer.
  • Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
  • Maintenance Data: Refer to Johns Manville’s latest published documents on www.specJM.com.
  • Guarantees: Special guarantees specified in this Section.

• QUALITY ASSURANCE
  • Installer Qualifications: Qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer’s product and that is eligible to receive the specified manufacturer’s guarantee.
  • Manufacturer Qualifications: Qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
• Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

• Test Reports:
  • Roof drain and leader test or submit plumber’s verification.
  • Core cut (if requested).
  • Roof deck fastener pullout test.

• Moisture Survey:
  • Submit prior to installation, results of a non-destructive moisture test of roof system completed by approved third party. Utilize one of the approved methods:
    • Infrared Thermography
      • Source Limitations: Obtain all components from the single source roofing manufacturer guaranteeing the roofing system. All products used in the system must be labeled by the single source roofing manufacturer issuing the guarantee.
      • Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

• Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
• Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.

• DELIVERY, STORAGE, AND HANDLING

  • Deliver roofing materials in original containers with seals unbroken and labeled with manufacturer’s name, product brand name and type, date of manufacture, and directions for storage.
  • Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.
  • Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Comply with insulation manufacturer’s written instructions for handling, storing, and protecting during installation.
  • Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.
• Weather Limitations: Proceed with installation only when current and forecasted weather conditions permit roofing system to be installed in accordance with manufacturer's written instructions and guarantee requirements.

• GUARANTEE

  • Provide manufacturer's system guarantee equal to Johns Manville's Peak Advantage No Dollar Limit Roofing System Guarantee.

  • Single-Source special guarantee includes roofing membrane, flashings, roofing membrane accessories, roof insulation, fasteners, walkway products, manufacturer's expansion joints, manufacturer's edge metal products, and other single-source components of roofing system marketed by the manufacturer.

• Guarantee Period: 20 years from date of Substantial Completion.

  • Installer's Guarantee: Submit roofing installer's guarantee, including all components of roofing system for the following guarantee period:

  • Guarantee Period: Two Years from date of Substantial Completion.

• PRODUCTS

• THERMOPLASTIC POLYOLEFIN ROOFING (TPO) MEMBRANE


  • Thickness: 80 mils (2.03 mm), nominal.
  • Accelerated Weathering: Minimum of 24,000 hours without cracking or crazing as tested using ASTM G155.
  • Tensile Strength: Minimum of 300 lbf as tested using ASTM D751
  • Tearing Strength: Minimum of 85 lbs as tested using ASTM D751
  • Exposed Face Color: White.

  • Other Approved Manufacturers:

    • Carlisle.
    • GAF.

• AUXILIARY ROOFING MATERIALS
• General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.

• Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.

• Sheet Flashing: Manufacturer’s sheet flashing of same material, type, reinforcement, thickness, and color as sheet membrane. Basis of Design: JM TPO

• Sheet Flashing: Manufacturer's unreinforced sheet flashing of same material as sheet membrane. Basis of Design: JM TPO Detail Membrane

• Bonding Adhesive: Manufacturer's standard solvent-based bonding adhesive for membrane, and solvent-based bonding adhesive for base flashings. Basis of Design: JM TPO Membrane Adhesive (Solvent Based)

• Metal Termination Bars: Manufacturer’s standard predrilled stainless-steel or aluminum bars, with anchors. Basis of Design: JM Termination Systems

• Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.


• AUXILIARY ROOFING SYSTEM COMPONENTS

  • Expansion Joints: Provide factory fabricated weatherproof, exterior covers for expansion joint openings consisting of flexible rubber membrane, supported by a closed cell foam to form flexible bellows, with two metal flanges, adhesively and mechanically combined to the bellows by a bifurcation process. Provide product manufactured and marketed by single-source membrane supplier that is included in the No Dollar Limit guarantee. Basis of Design: Expand-O-Flash Expand-O-Gard

  • Coping System: Manufacturer's factory fabricated coping consisting of a base piece and a snap-on cap. Provide product manufactured and marketed by single-source membrane supplier that is included in the No Dollar Limit guarantee. Basis of Design: Presto-Lock Coping
• Fascia System: Manufacturer's factory fabricated fascia consisting of a base piece and a snap-on cover. Provide product manufactured and marketed by single-source membrane supplier that is included in the No Dollar Limit guarantee. Basis of Design: Presto Lock Fascia Presto-Tite Fascia

• Metal Flashing Sheet: Metal flashing sheet is specified in Division 07 Section "Sheet Metal Flashing and Trim."

WALKWAYS

• Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads sourced from membrane roofing system manufacturer. Basis of Design: JM TPO Walkpad

ROOF INSULATION

• General: Preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.

• Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Basis of Design: ENRGY 3

• Provide insulation package with R Value greater than insert R Value minimum required by applicable code.
• Provide insulation package with minimum thickness insert thickness.

TAPERED INSULATION

• Tapered Insulation: ASTM C 1289, provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48), unless otherwise indicated. Basis of Design: Tapered ENRGY 3

INSULATION ACCESSORIES

• General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.

• Provide factory preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated. Basis of Design: Tapered Pre-Cut Cricket Tapered Pre-Cut Miter Tapered Fesco Edge Strip
• Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and furnished by roofing system manufacturer.

• Urethane Adhesive: Manufacturer’s two component urethane adhesive formulated to adhere insulation to substrate. Basis of Design: JM Two-Part Urethane Insulation Adhesive

• Wood Nailer Strips: Comply with requirements in Division 06 Section “Miscellaneous Rough Carpentry.”

• EXECUTION

• EXAMINATION

  • Examine substrates, areas, and conditions for compliance with requirements affecting performance of roofing system:
    • Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
    • Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation
    • Verify that lightweight concrete substrate is visibly dry and free of moisture according to manufacturer’s approved method.
    • Verify that lightweight concrete has ability to provide required fastener pull-out resistance.
    • Provide documentation of pull out resistance values using manufacturer’s approved procedures.

  • Proceed with installation only after unsatisfactory conditions have been corrected.

• PREPARATION

  • Clean and remover from substrate sharp projections, dust, debris, moisture, and other substances detrimental to roofing installation in accordance with roofing system manufacturer’s written instructions.
  • Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

  • Proceed with installation only after unsatisfactory conditions have been corrected.
RECOVER PREPARATION

- Prepare existing roof according to roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer, and requirements in this Section.

- Tear out all base flashings, counterflashings, pitch pans, pipe flashings, vents and like components necessary for application of new membrane.

- Disable existing roof membrane by cutting a minimum 10 foot x 10 foot grid pattern.

- Remove and replace wet, deteriorated or damaged roof insulation and decking as identified in moisture survey.

- Remove abandoned equipment curbs, skylights, smoke hatches, and penetrations. Install decking to match existing as directed by Owner's Representative.

- Raise, (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:

  - Modify curbs as required to provide a minimum 8" base flashing height measured from the surface of the new membrane to the top of the flashing membrane.
  - Nail top of flashing and install new metal counterflashing prior to re-installation of unit.
  - Perimeter nailers must be elevated to match elevation of new roof insulation.
  - Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.
  - Prime existing cap sheet to prepare for recover application.

- Proceed with installation only after unsatisfactory conditions have been corrected.

INSULATION INSTALLATION

- Coordinate installation of roof system components so insulation and cover board is not exposed to precipitation or left exposed at the end of the workday.

- Comply with roofing system manufacturer's written instructions for installation of roof insulation and cover board.

- Install tapered insulation under area of roofing to conform to slopes indicated.

- Install insulation boards with long joints in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with like material.

- Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall thickness is 1.5 inches (38 mm) or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
• Trim surface of insulation boards where necessary at roof drains so completed surface is flush and does not restrict flow of water.

• Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.

• Mechanically Fastened with Subsequent Layers Adhered Insulation: Secure first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type to deck type.

• Fasten first layer to resist uplift pressure at corners, perimeter, and field of roof.
• Install subsequent layers in a two-part urethane adhesive according to roofing system manufacturer’s instruction.

• Proceed with installation only after unsatisfactory conditions have been corrected.

• ROOFING MEMBRANE INSTALLATION, GENERAL

• Install roofing membrane in accordance with roofing system manufacturer’s written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.

• Start installation of roofing membrane in presence of roofing system manufacturer’s technical personnel.

• Where roof slope exceeds 1/2 inch per 12 inches (1:24), contact the membrane manufacturer for installation instructions regarding installation direction and backnailing

• Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.

• Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.

• Provide tie-offs at end of each day’s work to cover exposed roofing membrane sheets and insulation.
• Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
• Remove and discard temporary seals before beginning work on adjoining roofing.

• Proceed with installation only after unsatisfactory conditions have been corrected.

• ADHERED ROOFING MEMBRANE INSTALLATION
• Install roofing membrane specification ST8RA over area to receive roofing in accordance with membrane roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.

• Start installation of roofing membrane in presence of membrane roofing system manufacturer's technical representative.

• Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

• Bonding Adhesive: Apply solvent-based bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.

• Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.

• Apply roofing membrane with side laps shingled with slope of roof deck where possible.

• Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.

• Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
  • Verify field strength of seams a minimum of twice daily and repair seam sample areas.

• Remove and repair any unsatisfactory sections before proceeding with Work.

• Repair tears, voids, and lapped seams in roofing membrane that do not meet requirements.

• Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.

• Install roofing membrane and auxiliary materials to tie in to existing roofing.

• Proceed with installation only after unsatisfactory conditions have been corrected.

• FLASHING INSTALLATION

• Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.

• Apply solvent-based bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
• Flash penetrations and field-formed inside and outside corners with sheet flashing.

• Clean seam areas and overlap and firmly roll sheet flashings into the adhesive. Weld side and end laps to ensure a watertight seam installation.

• Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

• Proceed with installation only after unsatisfactory conditions have been corrected.

• WALKWAY INSTALLATION

• Flexible Walkways: Install walkway products in locations indicated. Adhere with compatible adhesive and heat weld walkway products to substrate according to roofing system manufacturer's written instructions.

  • Proceed with installation only after unsatisfactory conditions have been corrected.

• FIELD QUALITY CONTROL

• Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.

  • Final Roof Inspection: Arrange for roofing system manufacturer's Registered Roof Observer (RRO) to inspect roofing installation on completion and submit report to Architect.

• Notify Architect or Owner 48 hours in advance of date and time of inspection.

  • Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

  • Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

• PROTECTION AND CLEANING

  • Protect roofing system from damage and wear during remainder of construction period.

  • Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
END OF SECTION 075423