



University of Central Arkansas

Project Manual

HPER Track Resurfacing

UCA-23-057

Bid Opening Date: May 31, 2023, 10:00 AM

Architect

Wittenberg, Delony & Davidson Architects

5050 Northshore Lane

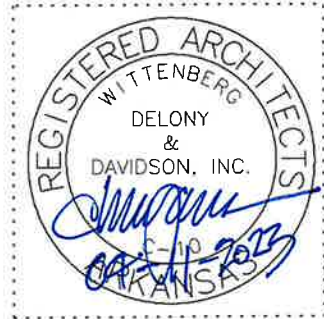
North Little Rock, AR 72118

(501) 376-6681

Mandatory Pre-bid meeting: May 16, 2023, 10:00 AM Central Time

WDD ARCHITECTS
5050 NORTHSHORE LN
NORTH LITTLE ROCK, AR 72118

WDD
ARCHITECTS



HPER TRACK FLOORING RENOVATION

UNIVERSITY OF CENTRAL ARKANSAS

CONWAY, ARKANSAS

WDD PROJECT NO. 22-075

ISSUE SET

APRIL 11, 2023

WITTENBERG, DELONY & DAVIDSON, INC.
5050 NORTHSHORE LN, NORTH LITTLE ROCK, ARKANSAS 72118
(501) 376-6681

TABLE OF CONTENTS
FOR
HPER TRACK RESURFACING
UNIVERSITY OF CENTRAL ARKANSAS
CONWAY, ARKANSAS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION NO.	TITLE
00 01 01	PROJECT TITLE PAGE (UCA)
00 01 02	PROJECT TITLE PAGE (WDD)
00 01 10	TABLE OF CONTENTS
00 11 16	INVITATION TO BID
00 21 13	INSTRUCTIONS TO BIDDERS
00 41 13	BID FORM
00 45 00	ANTI-BOYCOTT OF ISRAEL CERTIFICATION
00 45 53	ILLEGAL IMMIGRANT CERTIFICATION
00 52 13	AGREEMENT FORM
00 61 13	PERFORMANCE AND PAYMENT BOND FORM
00 63 63	CONSTRUCTION CHANGE ORDER FORM
00 65 19.16	RELEASE OF CLAIMS FORM
00 65 19.19	CONSENT OF SURETY FORM
00 72 13	GENERAL CONDITIONS
00 72 16	CONTRACTOR'S INSURANCE REQUIREMENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION NO.	TITLE
01 11 00	SUMMARY OF WORK
01 33 00	SUBMITTAL AND SUBSTITUTION PROCEDURES WD&D Substitution Form
01 50 00.01	TEMPORARY FACILITIES AND CONTROLS
01 74 23	FINAL CLEANING
01 78 00	CLOSEOUT SUBMITTALS

DIVISION 02 - EXISTING CONDITIONS

SECTION NO.	TITLE
02 41 19	SELECTIVE STRUCTURE DEMOLITION

DIVISION 03 - CONCRETE

SECTION NO.	TITLE
03 60 00	CONCRETE GROUTING AND PATCHING

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

SECTION NO.	TITLE
07 92 00	JOINT SEALANTS

DIVISION 09 - FINISHES

SECTION NO.	TITLE
09 65 13.13	RESILIENT BASE
09 65 66	RESILIENT ATHLETIC FLOORING
09 91 00	PAINTING

INVITATION TO BID
Section 001116

University of Central Arkansas 201 Donaghey Avenue, Wingo Hall 113 Conway, AR 72034 Issuing Officer: Pam Giblet Construction and Contract Manager Email: pgiblet@uca.edu Phone: 501-450-3156	Bid #UCA-23-057 Description: HPER Track Resurfacing Construction Coordinator: Danielle Barron Director of Planning, Design and Construction Phone: 501-852-0131 Email: dbarron@uca.edu
--	--

1. You are invited to bid on a General Contract for all labor, methods, material and equipment necessary to provide Track Flooring Renovation in the HPER Center 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 **Mandatory Pre-Bid Conference and site visit held on May 16, 2023 at 10:00 a.m. at 201 Donaghey Avenue, UCA HPER Center, AR 72035.** UCA reserves the right to schedule additional meetings.
3. Owner will receive bids until **10:00 a.m.**, local time, on **May 31st, 2023.** Bids may be mailed or delivered to the UCA Procurement Department, 201 Donaghey Avenue, Wingo 113, Conway, AR 72035, 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 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 with three (3) sets 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. The disclosure form will be issued to the successful bidder before the contract is awarded.

8. **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 their bid is submitted unless the project is federally funded and therefore excepted by Ark. Code Ann. §17-25-315.
9. 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.

**End of
INVITATION TO BID
001116**

INSTRUCTIONS TO BIDDERS
Section 002113

1. **BIDDING DOCUMENTS.** Bidders may obtain complete sets of Contract Documents from the office designated below. 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 an 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.
 - 3.3 Address all communications regarding the Contract Documents to WDD Architects 5050 Northshore Lane North Little Rock, AR 72118 Phone: 501-376-6681.
 - 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.
 - 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. The 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. The 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.** The 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 the 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 \$25,000.00. 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 the 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. The 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 \$50,000.00 or under, except for roofing projects. For work exceeding \$50,000.00, 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.** The names 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 \$50,000.00 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 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 \$50,000.00 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 \$50,000.00 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 \$50,000.00 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 \$50,000.00 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 \$50,000.00, 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 \$50,000.00. 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 \$50,000.00 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. The 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. The 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. The 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.
- 13.7 The bidding, award and administration of the contract shall be made pursuant to Ark. Code Ann. §14-4-1401 et seq., Ark. Code Ann. § 22-9-101 et seq., Ark. Code Ann. § 22-2-101 et seq.
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 **Mandatory Pre-Bid Conference meeting held on May 16, 2023, 10:00 a.m. at the UCA HPER Center, Conway, AR 72035.** All prospective bidders are required 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 and Supplementary Conditions.

**End of
INSTRUCTIONS TO BIDDERS
002113**

BID FORM
Section 004113

Bid Time: 10:00 a.m.
Bid Date: May 31, 2023
Bid Opening Location: UCA
201 Donaghey Avenue,
Wingo 113 Conway, AR
72035

BID FROM:

BID TO: University of Central Arkansas

PROJECT: UCA-23-057 HPER Track Resurfacing

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 of:

\$ _____

Dollar Amount Is to Be Shown Numerically

2. Allowances: Not Used.

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 IN ACCORDANCE WITH THE CONTRACT DOCUMENTS BY **180 CALENDAR DAYS** FROM NOTICE TO PROCEED (RECEIPT OF PURCHASE ORDER WILL SERVE AS THE NOTICE TO PROCEED.).

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 two hundred fifty dollars (\$250) 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. 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.
6. 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.
7. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

**8. 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.

IF APPLICABLE, FAILURE TO LIST THE NAME OF THE SUBCONTRACTOR IN THE SPACE PROVIDED SHALL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE AND THE BID WILL NOT RECEIVE CONSIDERATION. Refer to Section 002113, Instruction to Bidders.

PROJECTS NOT REQUIRING THE STATED WORK CAN BE NOTED AS NONAPPLICABLE (N/A).

IF THE PRIMARY CONTRACTOR IS PERFORMING THE WORK THEY MUST LIST THEIR NAME IN THE BLANKS BELOW.

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

MECHANICAL (Indicative of HVACR): **License #:**

Is the amount of work \$50,000.00 or over: Yes___ No ___

PLUMBING: **License #:**

Is the amount of work \$50,000.00 or over: Yes___ No ___

ELECTRICAL: (Indicative of wiring and illuminating fixtures) **License #:**

Is the amount of work \$50,000.00 or over: Yes___ No ___

ROOFING AND SHEETMETAL (Indicative of roofing applications) **License #:**

Is the amount of work \$50,000.00 or over: Yes___ No___

TRENCHING (Indicative of trenching applications) **License #:**

Is the amount of work \$50,000.00 or over: Yes___ No___

OTHER (Indicative of other applications) **License #:**

Contractor Only:

Is the amount of work \$50,000.00 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: _____

Federal ID or SSN: _____

Date of Bid: _____

**End of
BID FORM**

004113
AGREEMENT FORM
Section 005213

THIS AGREEMENT entered into this _____ day of _____, 2023 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-23-057**

Project Name: **HPER Track Resurfacing** 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 (**MUST BE FILED IN FAULKNER COUNTY**); General and Supplementary Conditions; Drawings and Specifications. All construction shall be in exact accord with the Contract Documents filed with the UCA Procurement Department, located in Conway, AR on **May 31, 2023**, UCA Procurement Department shall have direct contract supervision. Said construction shall be to the satisfaction of the UCA Procurement 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 Procurement 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 verbal notice to proceed from the construction coordinator has been issued. If the Contractor fails to complete the work within the 180 day time limit 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 Procurement 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 Procurement 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 the 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 Procurement 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: _____

**PERFORMANCE BOND AND PAYMENT BOND
SECTION 006113**

We _____, hereinafter referred to as Principal, and _____, hereinafter referred to as Surety, are held and firmly bound unto _____, as obligee, hereinafter referred to as Owner, in the initial Contract amount of \$ _____, said amount to be deemed a performance bond payable to Owner under the terms of this Performance 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.

Principal has by written agreement dated _____ entered into a capital improvement contract (Contract) with the Owner for: _____

The above referenced Contract is incorporated herein by reference. Under this Performance and Payment Bond Agreement, the Principal and Surety shall be responsible for the following:

a. The Principal shall faithfully perform the above referenced Contract, which is incorporated herein by reference and shall pay all indebtedness for labor and materials furnished or performed under the Contract.

b. In the event that the Principal fails to perform 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 or failure to perform the Contract by the Principal.

c. 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. 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.

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 done under it, 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 Contract documents.

This Performance 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.

BY: _____
Contractor Date

BY: _____
Arkansas Resident Agent or Non-Resident Agent/ Attorney-in-Fact Date

Print: _____
Agent's Name Date

Address _____

City County State Zip Code

Business #: _____ Fax#: _____

E-Mail: _____

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: _____

**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 _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

**End of
CONSENT OF SURETY FORM
006519.19**

GENERAL CONDITIONS
Section 007213

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. The 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 9.
- 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 on 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 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 for the 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:

Net Cost of Materials	a. _____
State Sales Tax	b. _____
Net Placing Cost	c. _____
W.C. Insurance Premium and FICA Tax	d. _____
Subtotal of a+b+c+d	_____
Overhead and Profit, 12% x (a+b+c+d)	e. _____
Allowable Bond Premium	f. _____
TOTAL COST	a+b+c+d+e+f _____

- 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).

January (7)	April (7)	July (6)	October (3)
February (5)	May (8)	August (4)	November (6)
March (7)	June (6)	September (6)	December (4)

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.

The measure of extreme weather shall be the number of days in excess of those stated for each month, in precipitation exceeded 0.10 inch, from area weather station for same period of time, which is source of data used to determine normal weather losses.

If total accumulated number of calendar days lost to weather exceeds total accumulated number expected for same period from inclement weather table, time for completion will be extended by number of calendar days needed to include excess number of calendar days lost.

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 General and 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 10 percent of the first 50 percent of the adjusted Contract Sum and less previous payments to the Contractor on the Contract.

9.5 PERIODIC ESTIMATES FOR PAYMENT

9.5.1 Unless otherwise stated in the Specifications or General and 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 10 percent of the total completed shall be retained until the Contract is 50 percent complete after which no further retainage will be withheld from the monthly estimates. 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 UCA. 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 addresses 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 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,

9.14.3 Any claim by the Contractor to the Owner for interest on a delinquent final payment shall only be made pursuant to Ark. Code Ann. § 22-9-205.

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 firefighting 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 Contract 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 bonds, 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 Procurement 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 (Procurement 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 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 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
GENERAL CONDITIONS
007213**

CONTRACTOR'S INSURANCE REQUIREMENTS

Section 007216

(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 coverages. 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.

**End of
CONTRACTOR'S INSURANCE REQUIREMENTS
Section 007216**

PART 1 - GENERAL

1.01 CONTRACT BASIS

- A. Work is based upon conditions at site, Project Manual, contract Drawings for WDD Project No. 22-075 and UCA Project No. 23-057, all addenda issued and the Contract executed between Owner and Contractor.

1.02 OWNER

- A. Wherever term "Owner" or "Owners" is used in the Contract Documents it refers to the University of Central Arkansas Board of Trustees. All papers required to be delivered to Owner shall be delivered to Pam Giblet, 2125 College Avenue, Room 113G, Conway AR 72035.

1.03 ARCHITECT

- A. Wherever term "Architect" or "Architects" is used in the Contract Documents it refers to **Wittenberg, Delony & Davidson, Inc., 5050 Northshore Ln, North Little Rock, Arkansas 72118.**

1.04 RESPONSIBILITIES OF CONTRACTOR

- A. Except as otherwise specifically stated in the contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the Work and all other services and facilities of any nature necessary to execute Work as shown and/or specified under the contract and deliver it complete in every respect within specified time. Water, light, heat, and power sources are available for use by the owner but the contractor is responsible for any tie-ins, if required.
- B. If, during the course of construction of this project, the Contractor discovers errors, inconsistencies or omissions in the Contract Documents, the Contractor will report them to the Architect who will issue written instructions to the Contractor. If the Contractor performs Work knowing there is an error, inconsistency or omission in the Contract Documents without giving notice to the Architect or receiving written instruction from the Architect, the Contractor assumes responsibility for the Work and will bear all costs associated with the performance or correction of the Work.

1.05 COORDINATION OF WORK

- A. General Contractor to give special attention for coordination of work by various trades to provide uniform and symmetrical layout and spacing of exposed components which affect the finished architectural design and appearance. Where spacing and related locations are not specifically shown on the drawings, or where in doubt, Contractor's Superintendent shall consult Architect's Representative prior to installation of that part of the Work. Location of electrical and telephone outlets shall be verified with Architect prior to installation.

1.06 PRECONSTRUCTION CONFERENCE

- A. Either before or soon after actual award of Contract (but in any event prior to start of construction), Contractor or his representative shall attend Preconstruction Conference with representatives of Owner and Architect. Conference will serve to acquaint participants with general plan of contract administration and requirements under which construction operation is to proceed, and will inform Contractor, in detail, of obligations imposed on him and his subcontractors.
 - 1. Hold pre-installation meetings where select specified product systems required to meet warranty or guarantee, which may include Contractor, Architect, Engineer, Consultant, Installer, Owner's Representative, and Manufacturer's Designated Representative.

1.07 CONSTRUCTION DRAWINGS AND SPECIFICATIONS

- A. Architect to furnish one (1) set of contract drawings and specifications, without cost, to General Contractor for use in constructing Work. General Contractor shall supply all contract drawings and specifications to his subcontractors or material suppliers. - Additional sets or partial sets of Bidding Documents (including addenda) requested by General Contractor, will be furnished for actual cost of printing, handling and shipping costs at General Contractor's expense. Bidding Documents may also be obtained in electronic format through Southern Reprographics at www.sriplanroom.com for a non-refundable fee as pre-determined by level of access.

1.08 DEFINITION

- A. The word "Provide", as used throughout these specifications, means furnish and install.

1.09 REFERENCE STANDARDS

- A. Except as otherwise noted, references throughout Project Manual to Codes, Federal Specifications, ASTM Standards, Association or Industry Specifications and other published standards, are to latest edition or publication of such standards.

1.10 PERMITS

- A. Utilizing the contract documents (Project Manual and Drawings) prepared by the Architect and his Consultants, along with information provided by the Owner or his Consultants, the Contractor is responsible for securing permits required to successfully complete the project. This responsibility includes payment for the permit and coordination of all submittals.

1.11 INFORMATIONAL DRAWINGS

- A. Drawings bound into working drawing set and labeled as informational drawings are not part of the Contract Documents. Information on these drawings is for reference and coordination only and is not a representation or warranty of existing or proposed conditions. The Architect and Owner are not responsible for interpretations or conclusions made by the Contractor based on these drawings.

1.12 NO SMOKING POLICY

- A. Smoking is prohibited on state supported institutions of higher education in accordance with Arkansas Act 734, known as the Clean Air on Campus Act. Smoking is defined as inhaling, exhaling, burning, or carrying any of the following: (a) lighted tobacco products, including cigarettes, cigars, and pipes; and (b) other lighted combustible plant material. This Act covers all buildings and property of the University. This operating procedure sets out the enforcement procedures which will be followed by the University.
- B. Compliance: It is the responsibility of the General Contractor to ensure that all of his employees and those of his subcontractors comply with the Clean Air on Campus Act. Violations will be dealt with in a manner that is consistent with the law and university procedures. There will be no reprisals against anyone reporting violations of the Act.
- C. Enforcement of Clean Air on Campus Act:
 - 1. Anyone observed violating or suspected of being in violation of the Clean Air on Campus Act may initially be given a respectful verbal warning.
 - 2. If university police determine that an offense has occurred, an officer will issue a written warning. This will allow the violator to review the Act and adhere to it in the future.
 - 3. University police will issue a citation to District Court on the second or subsequent offense.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00

PART 1 - GENERAL**1.01 DESCRIPTION**

- A. Make submittals required by Contract Documents; revise and resubmit as necessary to establish compliance with specified requirements. Submittals which are received from sources other than through the General Contractor's office will be returned by the Architect without action. Submit at least one original of manufacturer's product literature. The remainder of the number of copies required for submittal may be reproductions of manufacturer's literature. **FAX submittals, poor quality reproductions or illegible submittals will not be accepted.**
- B. Contractor's submittal of (and Architect's review of) shop drawings, product data or samples which relate to work not complying with requirements of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section.

1.03 QUALITY ASSURANCE

- A. Coordination of Submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted. By affixing Contractor's approval stamp to each submittal, certify that coordination has been performed.
- B. Verify that each item and submittal for it conform in all respects with specified requirements.
- C. Certificates: Document required of Contractor, or of a manufacturer, supplier, installer, or subcontractor through Contractor. The purpose is to document procedures, acceptability of methods, or personnel qualifications for a portion of the work.

1.04 TIMING OF SUBMITTALS

- A. General: Make submittals far enough in advance of scheduled dates of installation to provide required time for reviews, securing necessary approvals, possible revision and resubmittal, placing orders and securing delivery.
- B. Owner will not bear costs of delays due to late submittals.

1.05 COORDINATION AND SEQUENCING

- A. Coordinate preparation and processing of submittals with performance of work so that work will not be delayed by submittals.
- B. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination of Architect's review with another.

1.06 SUBMITTAL FORMAT AND TRANSMISSION

- A. Provide submittals in electronic format, with the exception of material samples. Use PDF as the electronic format, unless otherwise specified or directed by the architect.
- B. Compile the electronic submittal file as a single, complete document. Name the electronic submittal file specifically according to its contents. **Bookmark individual submittals exceeding 20 pages, and those with multiple products and systems integrated into a single submission.**
- C. Electronic files must be of sufficient quality that all information is legible. Generate PDF files from original documents so that the text included in the PDF file is both searchable and can be copied.
- D. E-mail electronic submittal documents smaller than 5MB in size to e-mail addresses as directed by the architect.
- E. Provide electronic documents over 5MB through an electronic FTP file sharing system. Confirm that the electronic FTP file sharing system can be accessed from the architect's computer network. The Contractor is responsible for setting up, providing, and maintaining the electronic FTP file sharing system for the construction contract period of performance.
- F. Provide hard copies of submittals when requested by the architect. Up to 3 additional hard copies of any submittal may be requested at the discretion of the architect, at no additional cost to the owner.

PART 2 - PRODUCTS

2.01 PROGRESS SCHEDULE

- A. Within 7 days after Notice to Proceed, submit to Architect a bar-chart type progress schedule indicating time bar for each trade or operation of work to be performed. Time bar shall demonstrate planned work, properly sequenced and intermeshed, for expeditious completion of Work. Identify phases if required.
- B. Distribute progress schedule including all updates to Architect, Owner, subcontractor, suppliers, fabricators, and others with need-to-know schedule compliance requirements.

2.02 SCHEDULE OF VALUES

- A. Immediately after execution of the Contract Documents, Contractor shall submit for approval a Schedule of Values totaling the amount of the Contract.

2.03 LIST OF SUBCONTRACTORS

- A. Immediately after execution of the Contract Documents, Contractor shall submit for approval a listing of all subcontractors to be used for the project stating portions of Work to be performed, address and telephone number of firm, and contact at firm familiar with project.
- B. If all subcontractors have not been determined, submit a partial listing with regular updates indicating newly added subcontractors.

2.04 SUBSTITUTION REQUESTS

- A. Products specified herein establish a quality standard for comparison by manufacturers of similar products. Products of other manufacturers may be substituted for those specified herein on an "Approved Equal" basis. DO NOT propose the substitution of products that do not meet or exceed the quality standards established by the specified product. Products proposed as equivalent MUST be submitted through the General Contractor for review by the Architect after the Contract for Construction is awarded. DO NOT request approval of products prior to the awarding of the contract.
- B. Requests for substitution will be reviewed when extensive revisions to contract documents are not required and changes are in keeping with general intent of Contract Documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect/Engineer. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
 - 1. Where request is directly related to an "or equal" clause or other language of same effect in Contract Documents.
 - 2. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the Work promptly or to coordinate various activities properly.
 - 3. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the Work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliance items which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certified to overcome such non-compatibility, non-coordination, non-warranty, non-insurable or other non-compliance as claimed.
 - 4. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.

- C. **SUBSTITUTIONS REQUESTS MUST BE SUBMITTED WITHIN 45 DAYS AFTER THE DATE OF THE NOTICE TO PROCEED.** Substitution requests received after that time will be returned and the Contractor will be required to provide the product specified, except in the following instances:
1. Unavailability of product, material or method, not due to the Contractor's failure to pursue the work promptly or to coordinate various activities properly.
 2. Where a specified product or material contains a hazardous material, as defined in 40 CFR 261 and as defined by applicable state and local regulations and of which the Owner and Architect refuse to approve for use, based on Contractor furnished information.
- D. Submit request for substitutions in writing using the Substitution Request form found at the end of this Section. This is the only form that will be accepted.
- E. Submit 3 copies of substitution request, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include manufacturer's product data/drawings, description of installation methods, material samples where applicable, complete color and finish selection cards or samples, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitutions will result in overall work equal-to-or-better-than work originally indicated.
- F. Failure to provide the requested data and samples within the specified time frame will be grounds for rejection as a comparable product.
- G. Do not incorporate substitutions into Shop Drawings until they have been reviewed by the Architect and written permission has been issued to make the proposed substitution a part of the contract.
- H. Under no circumstances shall Architect's review of any such substitution relieve Contractor from timely, full and proper performance of Work.
- I. In the event that the substitution of a product by the General Contractor necessitates the redrawing, redesign, modification or other change to the Contract Documents, the General Contractor will bear all associated costs of these changes.

2.03 REQUEST FOR SUPPLEMENTARY INFORMATION

- A. Make timely requests of Architect for additional information required in planning and production of Work.
- B. File requests in ample time to permit appropriate action by all parties involved and avoid delay in performance of Work.

- C. Owner will not bear costs for delays due to Contractor's failure to request information in a timely manner.

2.04 SHOP DRAWINGS

- A. Provide newly-prepared information, on reproducible sheet formats, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). Do not duplicate and submit Architect's construction drawings as shop drawings. Show dimensions and notes which are based on field measurement. Identify materials and products in work shown. Indicate compliance with standards, and special coordination requirements. **DIGITAL SUBMISSIONS ARE ALLOWED.**
- B. Shop drawings must bear Contractor's approval stamp. This approval stamp certifies that the Contractor has reviewed the shop drawings, product data, samples or similar submittals for conformance with the Contract Documents. All deviations will be noted in writing and highlighted on the submittal for Architect's review. The Architect is not responsible for errors, omissions or deviations in the shop drawings, product data, samples or similar submittals by the Contractor.
- C. Submittals are reviewed by the Architect for design intent only. The Contractor is responsible for verification of dimensional requirements, compliance with contract documents and local codes, quantities and coordination of all affected trades.
- D. Under no circumstances shall Architect's review of shop drawings or submittals relieve Contractor from timely, full and proper performance of Work in accordance with the Contract Documents.
- E. **Contract Documents (including all drawings, specifications, addenda and supplemental information) will not be made available in any digital format or on any other reproducible media to Prime Bidders or Sub-bidders before the award of a Contract nor will they be made available to the Contractor or Sub-contractors after the award of a Contract. Prime Bidders may obtain Bidding Documents in electronic or paper format through Southern Reprographics at www.sriplanroom.com for a non-refundable fee as pre-determined by level of access.**
- F. CAD files will be available to the successful Contractor or Sub-contractors with a release letter or per AIA Document C106™ - 2013 Digital Data Licensing Agreement, after the award of a Contract.

2.05 PRODUCT DATA

- A. Collect required data into one submittal for each unit of work or system; mark each copy to show which choices and options are applicable to project AND WHICH ARE AVAILABLE FOR SELECTION BY THE ARCHITECT WITHOUT ADDITIONAL COST. NO PAYMENT WILL BE MADE FOR ADDITIONAL COST OF ANY CHOICES OR OPTIONS SUBMITTED BY THE CONTRACTOR FOR SELECTION

BY THE ARCHITECT AND NOT CLEARLY SHOWN AS NOT AVAILABLE WITHIN THE CONTRACT.

- B. Include manufacturer's standard published recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.
- C. Maintain one set of product data (for each submission) at project site, available for reference by Architect and others.
- D. Do not submit product data until compliance with requirements of contract documents has been confirmed by Contractor.
- E. Copies:
 - 1. Submit 3 paper copies of product data for Architect's review for items specified in various specification sections, unless digital submission.
 - 2. Three paper copies required for mechanical and electrical data, unless digital submission.
- F. Installer's Copy: Do not proceed with installation of materials, products or systems until final authorized copy of applicable product data is in possession of installer.

2.06 SAMPLES

- A. Unless precise color and pattern is specified in Contract Documents, submit accurate color and pattern charts or actual material samples to Architect for selection. Refer to pertinent sections of specifications for detailed submission requirements. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and describe or identify variations between units of each set.
- B. Make all submissions affecting color selection within sufficient time to allow selection without causing delay in Work.
- C. Submit items requiring color selection or verification AS ONE SUBMISSION to facilitate coordination of all colors at one time. Interior items may be submitted separately from exterior items.
- D. Provide full set of optional samples where Architect's selection is required. DO NOT INCLUDE OPTIONS REQUIRING ADDITIONAL COST.
- E. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Architect. Architect will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of Contractor.
- F. Submit 3 sets of samples in final submittal.

1. Furnish two sets to Architect and assemble one set on site. When all samples are on site, Owner and Architect are to review. Contractor shall provide job samples indicating finished color selections for any and all items requiring finish color for project.
 2. Quality Control Set: Maintain returned final set of samples at project site, in suitable condition and available for quality control comparisons by Architect and Owner. Written approval from Owner is required before the work is begun for any finish requiring color review.
- G. Reusable Samples: Returned samples which are intended or permitted to be incorporated into Work must be in undamaged condition at time of use.

PART 3 - EXECUTION

3.01 SUBMITTAL PREPARATION

- A. Permanently mark each submittal to identify project, date, Contractor, subcontractor, submittal name and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking.
- B. Indicate project, date, "To: "; "From: "; names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record and signature of transmitter.
- C. Indicate drawing number and specifications section number to which submittal applies.

3.02 ARCHITECTS ACTION ON SUBMITTALS

- A. Architect will respond to submittals from Contractor by completing the "LETTER OF TRANSMITTAL" form.
- B. Architect's Submittal Review: Submittal review does not relieve Contractor(s) of compliance with Contract Documents or local codes. Review is only for conformance with the design intent of the Project and compliance with information given in the Contract Documents. The contractor is responsible to coordinate and to confirm all dimensions for use at the site. The contractor is responsible for coordination of the work of all trades.
- C. Architect's Action: Where action and return is required or requested, Architect will review each submittal and mark per the following, and where possible return within fifteen (15) working days of receipt. When a submittal must be coordinated with submittals of other trades, Contractor is responsible for gathering all information and forwarding to Architect as a single submittal.

- D. Architect's Response:
1. Final Unrestricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with Contract Documents, when submittal is returned with the following: **Marking: "Reviewed"**.
 2. Final-But-Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with Contract Documents, when submittal is returned with the following: **Marking: "Reviewed and Noted"**.
 3. Returned for Resubmittal: Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking. Do not allow submittals with the following marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work: **Marking: "Revise and Resubmit"**.
 4. Other Action: Where submittal is returned for other reasons, with Architect explanation included, it will not be marked or marked "Revise and Resubmit".

END OF SECTION 01 33 00

WITTENBERG, DELONY & DAVIDSON, INC.

5050 Northshore Ln
North Little Rock, AR 72118
Tel: 501-376-6681 Fax: 501-372-6317

**SUBSTITUTION
REQUEST**

**WDD does NOT Pre-Qualify before bidding
To Be Submitted AFTER Award of Contract**

Project:

Date:

Project No:

Contractor:

Contact Person:

Contractor hereby requests consideration of a product substitution as follows:

1. Refer To: Section - _____ and/or Drawing - _____

2. Item Description: _____

3. Proposed Substitution:
Manufacturer: _____
Model Number: _____
Description: _____

4. Reason for Substitution:
 Availability Quality Advantage
 Delivery Schedule Performance Advantage
 Cost Advantage Other: _____

5. Coordination:
Difference in dimensions between the specified and proposed substitute **(WILL)**
(WILL NOT) affect dimensions on drawings and adjacent items.

Describe the effect of the substitution on work of other trades: _____

Describe the effect of the substitution on other required new or existing materials
including electrical wiring, piping, ductwork, finishes, structure, etc.: _____

Acceptance of this substitution will cause **(NO CHANGE IN)**
(A REDUCTION OF _____ DAYS FROM) the completion date of this project.

Describe any required architectural or engineering design changes required to
accommodate the substitution: _____

6. Differences:
The proposed substitution **(MEETS) (DOES NOT MEET)** the reference standards
(ASTM, AWI, UL, etc.) as specified.

The proposed substitution **(MEETS) (DOES NOT MEET)** the fire rating classification
(class, type, FM, UL, NFPA) as specified.

The proposed substitution is available in the following **(COMPARABLE) (LIMITED)**
(ADDITIONAL) finishes.
Note: Any additional cost associated with proposed substitute finishes will be
absorbed by the contractor if this substitution is approved and implemented.

7. Warranty:
 Specified Warranty Length and Coverage: _____
 Substitute Warranty Length and Coverage (Sample warranty attached): _____
8. This substitution will result in a cost savings and credit of \$ _____.
9. The proposed substitute has been used in the following installations (attached): _____
10. Service and replacement material are available from the following (attached): _____

By submitting this Request for Substitution, the Contractor accepts the following terms and conditions:

1. The proposed substitution, if accepted, will provide performance equivalent to the material or equipment specified. Should a substitution be accepted and should the substitute material or equipment prove defective or otherwise unsatisfactory for the service intended, the Contractor will replace the material or equipment with the material or equipment specified.
2. If the substitution will affect a correlated function, adjacent construction, or work of other trades or contractors, the necessary changes and modifications to affected work are considered to be part of the substitution and will be accomplished without additional cost to the Owner.
3. In the event that the substitution of materials or equipment necessitates the redrawing, redesign, modification or other change to the Contract Documents, the General Contractor will bear all associated costs of these changes.

Contractor warrants that they have verified and believe this substitute is equal or superior to the specified item in all respects. There will be no additional cost associated with coordinating installation of this substitute. Costs and effects of the substitution, as outlined herein, are certified and complete. Claims for additional costs related to acceptance of this substitution, which may become apparent later, are waived.

Manufacturer's product cut sheets, drawings, samples, data sheets, sample warranties, manufacturer's certification, etc. for the substitute are attached.

Contractor: _____

Date: _____

By: _____

Typed Name: _____

Architect's Action:

- _____ Substitution is Accepted
 _____ Substitution is Rejected for the following reason(s): _____

By: _____

Typed Name: _____

Date: _____

PART 1 - GENERAL**1.01 GENERAL SITE REQUIREMENTS**

- A. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways.
- B. Ensure safe passage of persons around areas of construction. Conduct operations to prevent injury to adjacent buildings, structures, facilities and persons.
- C. Erect temporary covered passageways as required by authorities having jurisdiction.
- D. Provide dust-proof partitions if required. If not indicated on the drawings, provide dust-proof partitions as directed by the Architect to comply with applicable sections of the Life Safety Code.
- E. Provide temporary enclosures at doors and other openings in walls as necessitated by weather conditions. Construct enclosures with fire retardant treated lumber. Tape joints and caulk to prevent dust and debris from migrating beyond construction areas. Maintain enclosures in good repair and remove when no longer needed.
- F. Provide interior and exterior shoring, bracing or support as needed to prevent movement, settlement or collapse.

1.02 PROJECT SIGNS

- A. Subject to prior approval of Owner as to size, design, type, location and to local regulations, Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic.
- B. Additional banner signs with grommets may be provided by the Architect to be placed as directed. Signs shall be maintained throughout the project then returned to architect's site representative or discarded.
- C. Contractor shall furnish and erect temporary construction sign at job site and remove sign at end of construction period. Paint and letter as directed by Architect to identify project, Owner, Architect and Contractor. Refer to general sign drawing (s) following this Section for reference and to Section 01 21 00 - Allowances.

1.03 JOB OFFICES AND STORAGE

- A. Contractor and his subcontractors shall maintain office and storage facilities on site as may be necessary. Locate so as to cause no interference with work to be performed on the site by Owner or with Owner's operations. Consult with Architect regarding locations. Office shall have as a minimum the following items:

1. Complete set of Construction Documents including all addenda and supplemental information.
 2. Telephone and fax machine.
 3. Layout and meeting space for Architects or Owners representative to use when visiting the site.
 4. Complete job file with copies of all correspondence concerning the project.
 5. Other standard office equipment as is normally required to operate a business.
- B. Upon completion of project, or as directed by Architect, Contractor shall remove temporary structures and facilities from the site, same to become his property. Leave the premises in condition required by Contract.

1.04 SANITARY ARRANGEMENTS

- A. Contractor, at beginning of Work, to provide on premises suitable temporary convenience and enclosure for use of workmen on job. Maintain in sanitary condition and remove at completion of Work or when directed by Architect.

1.05 TEMPORARY UTILITIES FOR CONSTRUCTION

- A. Provide all gas and electric service for heating, cooling, lighting and power required for construction purposes.
- B. Provide all water required for construction purposes. Run temporary lines and provide necessary standpipes.
- C. Contractor to pay all utility charges until time of substantial completion.

1.06 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise directed. Allow other entities to use temporary services and facilities without cost, including, but not limited to Construction Coordinator, Design Professional, testing agencies, and authorities having jurisdiction.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 50 00

PART 1 - GENERAL

1.01 CLEANING AND WASTE REMOVAL

A. Progress Cleaning:

1. The premises and the job site shall be maintained in a reasonable neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period. Remove crates, cartons, and other flammable waste materials or trash from the work areas at the end of each working day. Do not allow debris to blow onto adjoining properties. Respond immediately to request from adjoining property owners to remove any debris that does manage to show up on adjoining properties. Collect and remove waste materials, debris, and rubbish from site weekly, daily if necessary and dispose off-site.
2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
3. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.

B. Final Cleaning:

1. Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.
2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's published instructions.
3. Complete following cleaning operations before requesting inspection for Substantial Completion, where applicable to project scope:
 - a. Clean Project Site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains, and other foreign deposits. Rake grounds to a smooth even-textured surface.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project Site.
 - c. Remove snow and ice to provide safe access to building.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Broom clean concrete floors in unoccupied spaces.

- g. Vacuum clean carpet and similar soft surfaces, removing debris and excess nap. Shampoo if required.
- h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped, scratched, or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Do not use razor blades to clean glass. Any scratches on the glass caused by the cleaning process will be cause for the removal and replacement of the damaged glass at the Contractor's expense.
- i. Remove labels that are not permanent labels.
- j. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
- k. Wipe surfaces of mechanical and electrical equipment, and other similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.
- l. Plumbing fixtures are to be cleaned to a sanitary condition, free of stains, including stains resulting from water exposure.
- m. Replace all disposable filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills. Clean ducts, blowers, and coils if units were operated without filters during construction.
- n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs, and defective and noisy starters in fluorescent and mercury vapor fixtures.
- o. Leave Project clean and ready for occupancy.
- 4. Engage an experienced licensed exterminator to make a final inspection, and rid Project of rodents, insects, and other pests. Comply with regulations of local authorities having jurisdiction.
- 5. Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction.
- 6. Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from Project Site and dispose of in accordance with requirements of local authorities having jurisdiction.
 - a. Extra materials of value that remain after completion of construction and have become the Owner's property are to be stored as directed by Owner.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 74 23

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Upon completion of Work and **prior to final payment**, **two (2) copies** of the following items must be submitted to Architect **in three-ring binders, tabbed and with a Table of Contents conforming to the current version of the CSI MasterFormat, including one (1) CD with digital copy of contents:**
1. General Contractors letter of warranty
 2. General Contractors letter stating that all deficiency list items are complete
 3. Lien releases
 4. Consent of Surety to pay final retainage
 5. List of all subcontractors and suppliers, including portions of the work performed, address and telephone number of firm, and a contact name familiar with the project. Two (2) copies. One copy in each binder.
 6. Guarantees and Warranties: Refer to specific sections of Project Manual for general requirements on warranties, product/workmanship bonds, and maintenance agreements. Furnish two (2) fully executed copies of each guarantee and warranty specified for review by Architect, one copy in each binder.
 7. Certificates: Fully executed copy of each certificate specified, where applicable:
 - a. Certificate of Occupancy
 - b. Final Termite Inspection
 - c. Final Plumbing Inspection
 - d. Final Electrical Inspection
 - e. Certificate of Air Balance
 8. Miscellaneous other inspection reports, where applicable:
 - a. Boiler and Tank
 - b. Elevators and Hoist Systems
 - c. Backflow Preventers on Potable Water
 - d. Fire Suppression System
 - e. Fire Alarm System
 - f. Security System
 - g. Backup Power Generator
 - h. Cable Test/Certification Reports and Startup Records
 9. Instructions: Operating, service and maintenance manual or instruction sheet for each item as requested by specifications and required for Owner's use.
 10. Building hardware packet as described in Section 08 71 00, if applicable.
 11. Shop Drawings: A complete file of final copies of all shop drawings used in construction of project.
 12. Complete set of all submittals for products used in construction of project.
- B. Project Record Drawings: The Contractor shall provide one (1) complete set of project record drawings and two (2) CD's of scanned images of the drawings.
1. Cloud and reference each of the following items on the Record Drawings:
 - a. written addendum items

- b. addendum drawings
 - c. "X" drawings
 - d. Supplemental Instructions
 - e. Change Orders
 - f. responses to RFI's
 - g. any other deviations from the original drawings that are made in the field
2. Record final locations of underground lines by depth from finished grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, edges, or walks.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.01 EXTENDED WARRANTIES

- A. The entire project is warranted for a period of one (1) year from the date of substantial completion and several materials and systems require extended warranties. It is the responsibility of the General Contractor to review the Project Manual to determine the term of the extended warranties and provide the extended warranties required.

END OF SECTION 01 78 00

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included: Interior Demolition and removal work required for construction and connecting new Work to existing building and for remodeling existing building. Work also includes barricades, temporary protection, dust protection and removal from site trash and debris from demolition work.
- B. Extent of selective demolition work is generally indicated on drawings. Selective demolition not shown on the drawings may be determined by examination of existing facilities and the proposed new and remodeled work. Existing items not shown on the plans of proposed work and preventing the execution of proposed work are in the scope of the selective demolition work.
- C. Degree of patching to be performed in a given area will be determined by the proposed new finish of that area.
- D. Disconnecting, removal and/or relocation and reconnecting of existing mechanical, electrical and fire protection work including equipment, piping and wiring are included in this Contract.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are in Division 1 of the Specifications.

1.03 SCHEDULES

- A. Before commencing any alteration work, submit for review and approval of the Architect, a schedule showing the commencement, the order, and the completion dates for the various parts of this work.
- B. Before starting any work relating to existing utilities that will temporarily discontinue service to the existing building, notify the Owner 5 days in advance and obtain the Owner's approval before proceeding with this phase of work. Do not disconnect or disrupt service without Owner's prior approval.

1.04 HAZARDOUS MATERIAL ABATEMENT

- A. During the construction of this project, if work involving hazardous material is suspected, or encountered, Contractor shall notify Owner or Owner's representative immediately and Owner, with his own forces or by separate contract is responsible for complete investigation, removal and disposition of hazard material in accordance with applicable laws and regulations.

PART 2 - PRODUCTS

2.01 BARRICADE AND SUPPORT MATERIALS

- A. Before starting demolition and removal work, furnish and erect necessary barricades. Barricades shall provide for safe passage at all times. Provide temporary protection to keep existing building weathertight. Dust proof areas that are to be kept in use in manner to permit necessary passage for personnel and the protection of equipment. During process of demolition and removal, install temporary supports and bracing, to prevent building damage.
- B. If approved by Architect, materials from demolition work may be used for construction of temporary protective barricades, temporary partitions, noise barriers and dust barriers and for temporary non-structural supports. Where suitable materials are not available from demolition work, furnish materials of proper type and construction to perform function specified above.

2.02 OTHER MATERIALS

- A. Provide materials, not specifically described but required for proper completion of work of this Section, selected by Contractor subject to Architect's approval.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Make such explorations and probes as are necessary to ascertain required protection measures before proceeding with alteration work. Give particular attention to shoring and bracing requirements so as to prevent any damage to existing construction.
- B. Provide, erect, and maintain catch platforms, lights, barriers, weather protection, warning signs, and other items as required for proper protection of the workmen engaged in alteration operations, and adjacent construction.
- C. Provide and maintain weather protection at exterior openings so as to fully protect the interior premises against damage from the elements until such openings are closed by new construction.

- D. Provide and maintain temporary protection of the existing building where demolition, removal, and new work is being done, connections made, materials handled, or equipment moved.
- E. Take necessary precautions to prevent dust and dirt from rising by wetting demolished masonry, concrete, plaster, gypsum board, sprayed fireproofing and similar debris, or by other means. Protect unaltered portions of the existing building affected by the operations under this section by dust-proof partitions and other adequate means.
- F. Do not close or obstruct walkways or passageways without the authorization of the Owner. Do not store or place materials in passage-way or other means of egress. Conduct operations with minimum traffic interference.
- G. Owner will be continuously occupying areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.

3.02 UTILITY SERVICE

- A. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services such as emergency power, fire alarm, heating and air conditioning, during interruptions to existing utilities, as acceptable to Owner and governing authorities. Allow no interruption in service unless coordinated with Owner at least 24 hours in advance.
- C. Disconnect and seal utilities serving interior area to be demolished, prior to start of demolished work.
- D. Protect smoke and fire detectors from construction damage, dust and false alarms.
- E. Request Owner to identify any data/communication wiring above the ceiling that should be removed. Remove this wiring.
- F. Remove all abandoned conduit and wiring above ceiling.

3.03 INSTALLATION/APPLICATION/PERFORMANCE

- A. Provide alteration work as indicated on the drawings or required for the work of this Contract. Be responsible for any damage that may be caused by such work to any part or parts of existing structures or items designated for reuse or salvage. Perform patching, restoration, and new work in accordance with applicable technical sections of the Specifications.

- B. Where alterations occur, or new and old work join, cut, remove, patch, repair, or refinish the adjacent surfaces or as required by the involved conditions, and leave in as good a condition as existed prior to the commencing of the work. Refinish painted surfaces from intersection to intersection unless indicated otherwise. Materials and workmanship employed in the alterations, unless otherwise indicated or specified, shall conform to that of the original work. Materials not specifically described but required for a complete and proper installation of the work, shall be new, first quality of their respective kinds, as selected by Contractor subject to the approval of the Architect. Alteration work shall be performed by the various respective trades that normally perform the particular items of work.
- C. Finish new and adjacent existing surfaces as specified for new work. Clean existing surfaces of dirt, grease and loose paint before refinishing.
- D. Where alterations occur in areas to be completed during later phases of the work only prepare adjacent surfaces as necessary and complete finishing during proper phase of the work.
- E. If it will be necessary to disrupt internal pedestrian traffic flow along means of egress from the building, the Contractor must consult the presiding code official in regards to temporary means of egress, temporary exit signage and other related items. Implementation of requirements made by the code official are the responsibility of the Contractor.
- F. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.
- G. At areas requiring demolition of finishes and items normally applied with adhesives (i.e. vinyl wall coverings, rubber/vinyl flooring, etc.) and where the original surface is to remain or receive a new finish, the Contractor shall assume the original surface will be damaged by the demolition and include in his base bid the cost for repair of these surfaces to a smooth surface, ready to receive new finish.

3.04 SALVAGE

- A. Certain items and materials removed from existing building in demolition work are to be relocated or reused by Contractor in new construction work under this Contract. Items and materials for relocation or reuse and which are damaged by careless handling in removal may be rejected by Architect if considered unsuitable for re-use. Replace rejected items at Contractor's expense. Salvable materials, removed in demolition work and not for relocation or re-use or not turned over to the Owner for disposition, become property of Contractor and shall be hauled away from site as they are removed.

- B. In all cases of interior demolition, door hardware, light fixtures, emergency lighting, art work, furniture, window treatments such as blinds, drapes, curtains and operating hardware, signage and graphics and other interior decor items are to be carefully removed and turned over to Owner unless designated to be cleaned or refurbished and reinstalled.

3.05 REMOVAL OF DEBRIS AND CLEANING

- A. Remove and legally dispose of rubbish and debris found in demolition area at start of the Work that resulted from demolition activities or were deposited on site by others during the duration of contract. Keep project area and public right-of-way reasonably clear at all times. Upon completion of work remove temporary construction, equipment, salvaged materials, trash and debris leaving entire project area in a neat and clean condition.

END OF SECTION 02 41 19

THIS PAGE LEFT INTENTIONALLY BLANK FOR DUPLEX PRINTING

PART 1 - GENERAL**1.01 DESCRIPTION**

- A. Work Included: Repair and filling of voids, holes and depressions in concrete.
 - 1. Above grade, interior applications.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are in Division 1 of the Specifications.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. In accordance with Section 01 33 00.
- B. Substitutions will not be considered prior to the award of the General Contract.

PART 2 - PRODUCTS**2.01 MANUFACTURER**

- A. Dayton Superior Corporation, 1125 Byers Road, Miamisburg, OH 45342, Customer Service: 888-977-9600 or approved equal. www.daytonsuperior.com

2.02 MATERIALS

- A. Patching Compound: Provide "All-Patch 20".
- B. Feather Patch: Provide Polymer Modified Mortar Conspec "Feather Patch", ChemMasters "FeatherPatch" or approved equal. For exterior (or interior) use and can be applied from feather edge to 1 inch per lift. May be used for horizontal, vertical and overhead surfaces. Install per manufacturer's written recommendations and directions. Must be sealed immediately with water based curing and sealing compound, such as Polyseal™ WB, SafeSeal™ or Safe-Cure & Seal 20.
- C. Two Component Acrylic Polymer Modified Topping and Underlayment: Provide PATCHCRETE® as manufactured by Lyons Manufacturing, Inc., 214-381-8100 or approved equal. Install per manufacturer's written recommendations and directions.

PART 3 - EXECUTION

3.01 MIXING, PLACING AND FINISHING

- A. Mix in accordance with the manufacturer's directions to consistencies required for application.
- B. Level repaired surfaces flush with adjacent surfaces and trowel to a smooth finish.

END OF SECTION 03 60 00

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included: Furnish labor, materials, tools, and equipment required to completely close (with caulking compound or sealant) all joints to give a finished appearance. Items to be caulked or sealed include but are not limited to the following:
1. Hollow metal frames.
 2. Exterior doors, louvers, windows and any other openings in exterior walls.
 3. Interior fixed glass.
 4. Penetrations by piping, conduit and similar items.
 5. Plumbing fixtures.
 6. Millwork.
 7. Flooring, including saw-cut concrete slab-on-grade.
 8. Paving and sidewalk joints.
 9. Dissimilar finishes.
 10. Joints shown on drawings or specified to be caulked or sealed.
 11. All joints or gaps between similar or dissimilar materials that do not receive closure trim are to be caulked/sealed with the appropriate material as listed in Part 2 of this Section.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are in Division 1 of the Specifications.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. In accordance with Section 01 33 00.
- B. Substitutions will not be considered prior to the award of the General Contract.
- C. Installer qualifications.
- D. Contractor certification.
- E. Manufacturer's installation instructions for each product used.
- F. Cured samples of exposed sealants for each color.
- G. Manufacturer's Literature and Data:
1. Primers

2. Sealing compound, each type, including compatibility when different sealants are in contact with each other.
- H. Manufacturer warranty.

1.04 REFERENCES

- A. ASTM E84 (UL 723): Surface Burning Characteristics
- B. ASTM E814 (UL 1479) and ULC-S115: Standard Test Method for Fire Tests of Through-Penetration Fire Stops
- C. ASTM E1966 (UL 2079): Standard Test Method for Fire-Resistive Joint Systems
- D. ASTM E90: Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements

1.05 QUALITY ASSURANCE

- A. Qualifications of Applicators: Use workmen thoroughly skilled and specially trained in techniques of caulking, and completely familiar with manufacturer's published recommendations for caulking material used.
- B. Rejection of Installed Caulking: Lack of skill by caulking installers is sufficient ground for Architect to reject installed caulking and to require its removal and complete recaulking at Contractor's expense.
- C. Guarantee: Guarantee caulking materials and workmanship, in writing for 2 years after substantial completion date. Repair at Contractors expense any defects developing within guarantee period.
- D. Submit manufacturer's product data sheets and color selection information for every brand and type of sealant, caulk and accessory item proposed for use on this project.
- E. Refer to Underwriters Laboratories, Inc. (UL) Volume 2 with Hourly Ratings for Joint Systems, Through-Penetration Firestop Systems and Electrical Circuit Protective Systems and Duct Assemblies.

1.06 PRODUCT HANDLING

- A. Protection: Protect caulking materials before, during, and after installation. Protect installed work and materials of other trades. In event of damage, immediately make repairs and replacements necessary at Contractor's expense.
- B. Storage: Store caulking materials and equipment under conditions recommended by manufacturer. Do not use materials stored for period of time exceeding maximum recommended material shelf-life.

1.07 JOB CONDITIONS

- A. Inspection: Carefully inspect installed work of trades and verify work is complete to point where this installation may properly commence.
- B. Discrepancies: Do not proceed with installation in areas of discrepancy until discrepancies are fully resolved.
- C. Do not install sealants under adverse weather conditions, or when temperatures are not within manufacturer's recommended limitations for installation. Install sealants only when forecasted weather conditions are favorable for proper care and development of high early bond strength.

1.08 MOCK-UP

- 1. Provide a mock-up of each type of sealant using materials, colors, and techniques approved for use on the project. Approved mock-ups may be incorporated into the Work.

PART 2 - PRODUCTS

2.01 MATERIALS FOR CAULKING AND SEALING

- A. Select caulking materials for specific locations complying with manufacturer's recommendations. Provide caulking, sealant and accessory items in color(s) selected to match adjacent materials or as selected by Architect from manufacturer's complete line.
- B. Silicone Sealant: Single component, non-sag, gun grade product meeting ASTM C920, Type S, Grade NS, Class 25.
 - 1. Silicone Sealant 790/791/795 by Dow-Corning Corp.
 - 2. Spectrum 1 by Tremco
 - 3. 890 FTS/864 NST by Pecora Corporation
 - 4. Approved Equal
- C. Mildew-Resistant Silicone Sealant: Single component, non-sag, gun grade product meeting ASTM C920, Type S, Grade NS, Class 25.
 - 1. Silicone Sealant 786 by Dow-Corning Corp.
 - 2. Sanitary 1700 by GE.
 - 3. Approved equal.
- D. Acrylic Latex Caulk (interior only): General purpose, gun grade, non-sag, paintable, non-staining latex sealant complying with ASTM C834.
 - 1. AC-20 + Silicone by Pecora.
 - 2. Acrylic Latex by Tremco.
 - 3. Approved equal.

- E. Acoustical Sealant: General purpose, gun grade, non-sag, paintable, non-staining latex sealant complying with ASTM C834.
 - 1. SHEETROCK® Brand Acoustical Sealant by U.S. Gypsum
 - 2. AC-20® FTR Acoustical and Insulation Sealant by Pecora Corporation
 - 3. STOPGAP by Auralex Acoustics
 - 4. Sashco Big Stretch Caulk
 - 5. Green Glue Noiseproofing Sealant
 - 3. Approved equal.

- F. Polyurethane Sealant (for vertical surfaces): Single component, non-sag, gun grade product meeting ASTM C920, Type S, Grade NS, Class 35.
 - 1. MasterSeal® NP 1™ (formerly Sonolastic® NP 1™).
 - 2. Vulkem 921 by Mameco.
 - 3. Dynatrol I by Pecora.
 - 4. Dymonic by Tremco.
 - 5. QSC-102 by Carlisle.
 - 6. Approved equal.

- G. Polyurethane Sealant (for horizontal surfaces): Single component, non-priming, self-leveling, pourable grade product meeting ASTM C920, Type S, Grade P, Class 25.
 - 1. MasterSeal® SL 1™ (formerly Sonolastic® SL 1™).
 - 2. Vulkem 45 by Mameco.
 - 3. NR-201 by Pecora.
 - 4. THC-901 by Tremco.
 - 5. QSC-131 by Carlisle.
 - 6. Approved equal.

2.02 SEALANT BACKER RODS

- A. Sealant Backer Rod for general use except at floor and deck joints: Tremco Open Cell Polyurethane, or approved equal, open cell type as recommended by sealant manufacturer for compatibility with sealant.

- B. Sealant Backer Rod for use at horizontal floor and deck joints: MasterSeal® 920 by BASF, or approved equal closed cell type as recommended by sealant manufacturer for compatibility with sealant. MasterSeal® 921 by BASF may be used where appropriate.

- C. Provide rod sized and shaped to control joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize possibility of sealant extrusion when joint is compressed.

2.03 MISCELLANEOUS MATERIALS

- A. Joint Cleaner Compound: Use type recommended by sealant and caulking compound manufacturer for joint surfaces to be cleaned.

- B. Joint Primer/Sealer: Use type recommended by sealant manufacturer for joint surfaces to be primed or sealed.
- C. Bond Breaker Tape: Use self adhesive polyethylene tape or plastic tape recommended by sealant manufacturer. Apply to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant.
- D. Joint Filler: W.R. Meadows, Sealtight Standard Cork, Expansion Joint Filler produced from clean, selected, granulated cork bonded with a phenolic resin, or approved equal meeting ASTM D 1752, Type II.

2.04 GENERAL APPLICATION GUIDE

- A. Interior caulking, except joints with ceramic tile, metal, glass and aluminum: Acrylic Latex Caulk.
- B. Sound rated walls, partitions and ceilings: Acoustical Sealant.
- C. Interior and Exterior joints with metal, glass and aluminum: Silicone sealant.
- D. Joints with ceramic tile and plumbing fixtures: Mildew resistant Silicone sealant.

PART 3 - EXECUTION

3.01 CHOICE OF CAULKING MATERIAL

- A. Use sealant and caulking materials best suited to the installation and recommended by caulking material manufacturer.

3.02 INSPECTION

- A. Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed. Do not proceed with joint sealer work until unsatisfactory conditions are corrected.

3.03 JOINT PREPARATION

- A. Clean joint surfaces immediately before installation of gaskets, sealants and caulking compounds. Remove dirt, insecure coatings, moisture and substrates which could interfere with gasket seal and bond of sealant or caulking compound. Etch concrete and masonry joint surfaces when recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces recommended by sealant manufacturer.
- B. Prime or seal joint surfaces where required, and when recommended by sealant manufacturer. Confine primer/sealer to areas of sealant bond. Do not allow spillage and migration onto adjoining surfaces.

3.04 INSTALLATION

- A. Comply with manufacturer's printed instructions except when more stringent requirements are specified, and except when manufacturer's technical representative directs otherwise.
- B. Set joint filler units at depth and position in joint as required to coordinate with other work, including installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between ends of joint filler units.
- C. Install sealant backer rod except when required to be omitted or recommended to be omitted by sealant manufacturer for application required.
- D. Install bond breaker tape when required by manufacturer's recommendations to ensure liquid-applied sealants will perform as intended.
- E. Employ proven installation techniques, which ensure sealants are deposited in uniform, continuous ribbon without gaps or air pockets, and with complete "wetting" of joint bond surfaces equally on opposite sides. Except as otherwise required, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints occur between a horizontal surface and vertical surface, fill joint to form a slight cove, so joint will not trap moisture and dirt.
- F. Install liquid-applied sealant to depths required and as recommended by sealant manufacturer.
- G. Spillage: Do not allow sealants and compounds to overflow from joint confines or to spill onto adjoining work, or to migrate into voids of exposed finished. Clean adjoining surfaces to eliminate evidence of spillage without damaging adjoining surfaces.
- H. Recess edges of exposed joint fillers slightly behind adjoining surfaces, unless otherwise required, so compressed units will not protrude from joints.

3.05 CURE AND PROTECTION

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Cure and protect sealants in manner which will minimize increases in modulus of elasticity and accelerated aging effects.

END OF SECTION 07 92 00

PART 1 - GENERAL**1.01 DESCRIPTION**

- A. Work Included: Furnish and install resilient base and accessories specified. Clean and protect resilient components after installation.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are in Division 1 of the Specifications.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. In accordance with Section 01 33 00.
- B. Substitutions will not be considered prior to the award of the General Contract.
- C. Samples: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- D. Product Schedule: For resilient products. Use same designations indicated on Drawings.
- E. Installation and Maintenance Instructions: Submit manufacturer's published guide for Resilient Top-Set Wall Base.
- F. If required, submit the manufacturer's certification that the wall base has been tested by an independent laboratory and complies with the required fire tests.

1.04 QUALITY ASSURANCE

- A. Installation Qualification: Contractors for floor covering installation should be experienced in managing commercial flooring projects and provide professional installers, qualified to install the various flooring materials specified. An installer is "qualified" if trained, or a certified by manufacturer or a certified INSTALL (International Standards & Training Alliance) resilient floor covering installer.
- B. Mockups: Provide resilient products with mockups specified in other Sections.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver resilient base and installation accessories to Project site in original manufacturer's unopened cartons and containers each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).
- C. Protect products from damage when handling and during construction operations.

1.06 PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

1.07 EXTRA MATERIALS

- A. Deliver to the Owner / Facility Manager maintenance stock, from the same manufactured lot as materials installed. Furnish 120 LF (one carton) for each color and type of wall base installed, and packaged with protective covering for storage and identified with labels clearly describing contents.

PART 2 - PRODUCTS

2.01 RESILIENT WALL BASE

- A. Manufacturer: Johnsonite, Inc., (800) 899-8916, 16910 Munn Road, Chagrin Falls, Ohio 44023. Web: www.tarketta.com or approved equal.
 - 1. Mannington BurkeBase
 - 2. Roppe

- B. Furnish homogeneous 4" high, 1/8" thick, set-on type coved base in color(s) selected by Architect. Pre-molded corner units may be used at installer discretion if conditions warrant, but do not place where routine cleaning operations may cause corners to come loose.
1. Traditional Rubber Wall Base
 - a. Manufactured from a proprietary thermoplastic rubber formulation.
 - b. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP, Group 1.
 - c. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm² or greater, Class I.
 - d. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class A, Smoke <450.
 - e. Flexibility: Does not crack, break, or show any signs of fatigue when bent around a 1 1/4" diameter cylinder when tested according to ASTM F 137 Standard Test Method for Flexibility of Resilient Flooring Materials protocols.
 - f. Color Stability: Meets or exceeds ASTM F 1861 requirements for color stability when tested to ASTM F 1515 Standard Test Method for Measuring Light Stability of Resilient Flooring protocols.
 - g. Phthalate-free.
 - h. Contains at least 14% pre-consumer recycled content.
 - i. 100% Recyclable.

2.02 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Johnsonite to meet site conditions.
1. Johnsonite 960™ Cove Base Adhesive or approved equal for cleaned and prepped porous surfaces. **DO NOT USE AT OUTSIDE CORNER INSTALLATIONS.**
 2. Johnsonite 946™ Premium Contact Adhesive or approved equal for cleaned and prepped non-porous surfaces such as stainless steel. **PREFERRED PRODUCT.**
 - a. Use at outside corners to ensure faster set-up, especially at short returns.
 3. ULTRASTIK™ All Purpose Tape which is double-sided, scrim-reinforced acrylic adhesive tape for applying base trim, as manufactured by Surface Shields.

2.03 OTHER MATERIALS

- A. Provide materials, including adhesives, not specifically described but required for complete and proper installation of resilient flooring only as recommended by manufacturer of material to which it is applied and subject to approval of Architect.
- B. Covebase Groover recommendation: Model CB-060 as provided by D-Cut Products, Inc., for fabricating outside corners, (630) 916-9100 www.dcutproducts.com

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion and aesthetics of resilient products.
 - 1. **Where existing base material has been removed at existing porous and non-porous wall surfaces, scrape or remove cured adhesives, contact cement or drywall joint compound so that there is a clean and smooth surface before installing new base material.**
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

3.03 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's published instructions for installing resilient base. Refer to Installation Video: <https://www.youtube.com/watch?v=QCp2MunOCOY>
For any installation questions call Johnsonite Technical Hotline: 800-899-8916.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths if practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.

- F. Preformed corners: Install preformed Outside Corners where utilized before installing straight pieces.
- G. Field-Made or Job Formed Corners (recommendation):
 - 1. Outside and Inside Corners: Install pre-mitered corners first. Seat the bottom of the wall base snugly to the floor on either side of the corner. Anaerobic adhesive (Super Glue) may be used to adhere the two mitered pieces together. This can eliminate any slight gapping. Butt straight pieces of maximum lengths on either side of the pre-mitered corners. Make sure heights of the corner returns and the straight base match up.
 - 2. Outside corners: Form by bending without producing discoloration (whitening) at bends. DO NOT WHITTLE.
 - a. Fold base in half.
 - b. Make one continuous cut with a sharp cove base gouger or groover.
 - c. Shave both sides, starting halfway down and avoid cutting into original center cut.
 - d. Fold tightly; groove out remaining upper portion. Nip top then affix to wall with Johnsonite 946™ Premium Contact Adhesive.
 - 3. Inside Corners: Use straight pieces of maximum lengths possible. Form by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce a snug fit to substrate.

3.04 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 09 65 13.13

THIS PAGE LEFT INTENTIONALLY BLANK FOR DUPLEX PRINTING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included: Furnish and install resilient flooring and base specified. Clean and protect resilient floor areas after installation.
- B. Section Includes:
 - 1. Recycled rubber athletic surface
 - 2. Adhesives
- C. Performance Requirements: Provide recycled rubber resilient flooring, which has been manufactured and installed to maintain performance criteria stated by manufacturer without defects, damage, or failure.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are located in Division 1 of the Specifications.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. In accordance with Section 01 33 00.
- B. Substitutions will not be considered prior to the award of the General Contract.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- E. Product Schedule: For resilient products. Use same designations indicated on Drawings.

1.04 REFERENCES

- A. Standards listed by reference, including revisions by issuing authority, form a part of this specification section to the extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title, or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation.

- B. American Society for Testing and Materials (ASTM):
1. ASTM D412: Test method used to evaluate the tensile (tension) properties of rubber.
 2. ASTM F137: Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus.
 3. ASTM C518: Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 4. ASTM D2047: Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as measured by the James Machine.
 5. ASTM D2859: Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials.
 6. ASTM F1514: Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change.
 7. ASTM F1515: Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change.
 8. ASTM F925: Standard Test Method for Resistance to Chemicals of Resilient Flooring.
 9. ASTM E303: Standard Test Method for Skid Resistance.
 10. ASTM F2117: Standard Test Method for Vertical Rebound.
 11. ASTM F2157: Standard Test Method for Deformation.
 12. ASTM F2569: Standard Test Method for Force Reduction.
 13. ASTM D3776: Standard Test Method for Weight Per Unit Area.
 14. ASTM E90: Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
 15. ASTM E492: Standard Test Method for Laboratory Measurement of Impact Sound Transmission Through Floor-Ceiling Assemblies Using the Tapping Machine.
 16. ASTM E2179- Standard Test Method for Laboratory Measurement of the Effectiveness of Floor Coverings in Reducing Impact Sound Transmission Through Concrete Floors.

1.05 QUALITY ASSURANCE

- A. Obtain each type, color, and pattern of flooring from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.
- B. Qualifications of Installers: Use only skilled and experienced resilient flooring installers for preparation of substrate and installation of flooring. Supervise helpers and apprentices at all times with thoroughly skilled resilient flooring installers.
- C. Manufacturers' Recommendations: Manufacturers' recommended methods of installation and the referenced applicable standards is basis for installation methods used on this work.
- D. Pre-installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's instructions, and manufacturer's warranty requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

1.07 PROJECT CONDITIONS

- A. Do not install flooring until they are at the same temperature as the space where they are to be installed.
- B. Close spaces to traffic during installation.
- C. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

1.08 SEQUENCING AND SCHEDULING

- A. Do not install flooring over concrete slabs until the slabs have cured and are sufficiently dry to bond with adhesive as determined by flooring manufacturer's recommended bond and moisture test.

1.09 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to and not a limitation of, other rights owner may have under contract documents.
 - 1. Warranty Period: 15 years commencing on date of substantial completion.

1.10 MAINTENANCE

- A. Extra Materials: Deliver to owner extra materials from the same production run as products installed. Package products with protective covering and identify with descriptive labels.
 - 1. Quantity: Furnish quantity of synthetic turf flooring units equal to 5% of amount installed.
 - 2. Delivery, Storage, and Protection: Comply with owner's requirements for delivery, storage, and protection of extra materials.
 - 3. Cleaning: Furnish flooring manufacturer's neutral cleaner for initial cleaning and maintenance of the finished floor surface.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. PLAE US Phone: (404) 645-7900
108 Arnold Mill Rd, Bldg C
Woodstock, GA 30188 Web: www.plae.us
- B. Indoor Rubber Floor: ACHIEVE
 - 1. RSF-1 Color: D100 Apollo Black
 - 2. RSF-2 Color: Custom Purple
 - 3. RSF-3 Color: D952 Artemis Gray

2.02 MATERIALS AND ATTRIBUTES

- A. Recycled SBR rubber and EPDM rubber granules bound by polyurethane. Factory-fused, dual-layer rolls and tiles provide resistance to sagging and indentation by direct, blunt impact. Entire system delivers maximum durability and simple maintenance. Platforms include three pieces of non-beveled Achieve tiles (one inlay and two bumper drop zones) and lie flush with surrounding Achieve.
- B. Proprietary Products:
 - 1. PLAE Achieve 8mm rolls consisting of a 5mm PLAEtech underlayment with a 3mm EPDM surface wear layer.
 - 2. PLAE Clutch adhesive.

C. Technical Characteristics:

PERFORMANCE	STANDARDS	8mm
Tensile Strength	ASTM D412	135 lbs/sq inch
Flexibility	ASTM F137	Pass
Thermal Conductivity	ASTM C518	0.4 BTU in./h ft ² F
Coefficient of friction	ASTM D2047	
Neolite		Dry = 1.11/Wet = 0.96
Leather		Dry = 1.05/Wet = 0.89
Resistance to Light	ASTM F1515	Pass
Resistance to Chemicals (24 hrs and 5 min)	ASTM F925	Good
Taber Abrasion	ASTM F4060	Good
Resistance to Heat	ASTM F1514	Pass
Pill Flammability	ASTM D2859	Pass
Skid Resistance	ASTM E303	Dry = 99 / Wet = 99
Vertical Rebound	ASTM F2117	99.7%
Deformation	ASTM F2157	2.0mm
Force Reduction	ASTM F2569	12.6%
Weight Per Unit Area	ASTM D3776	
Acoustical Performance		
STC	ASTM E90	53
IIC	ASTM E492	54
ΔIIC	ASTM E2179	24

D. PLAE Clutch

1. Description: CLUTCH is a high-strength, one-part urethane that spreads easily. CLUTCH has a non-slump formula that will help ensure contact and adhesive transfer because the ridges will bridge normal gaps between the flooring and substrate. It allows fast installation even with complicated patterns due to its strong green grab. No flash time is required, so installation can commence immediately. It offers superior flexibility and is designed to adapt to seasonal changes. CLUTCH offers high shear strength and antimicrobial protection, which makes it suitable for outdoor and indoor use.
2. Special Features:
 - Single component and no mixing required
 - Zero VOCs (per SCAQMD Rule 1168)
 - High-strength polyurethane formula
 - Indoor and outdoor applications
 - No moisture vapor limitations / unlimited RH (withstands 100% RH)

This adhesive will maintain its integrity and performance even when high levels of moisture or water are present.

3. Subfloor Examination: Prior to installation, the subfloor must be checked according to national standards. It must be solid and sound, level, free of indentations as well as resistant to pressure and tension. Follow the appropriate industry standards, including ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. Should areas require patching, leveling, and/or moisture mitigation, follow the manufacturers' Technical Data Sheets for the installation instructions. Concrete substrate should NOT be smooth and reflective; it must have a concrete surface profile of CSP 1-3 as defined by International Concrete Repair Institute (ICRI, Guideline No. 03732). It also must be tested in accordance with ASTM F3191 and be found porous, where a . " drop of water must be absorbed into the concrete within 1 minute.
4. Approved Substrates:
 - Concrete
 - Cement patching and self-leveling compounds
 - APA-grade plywood
 - Asphalt* (*Not all flooring types are compatible with asphalt; refer to the installation instructions of the flooring before installation.)
5. Approved Flooring Types:
 - Rubber tiles
 - Rubber underlayment
 - Foam-and urethane-backed turf
 - Sports flooring
 - Hardwood flooring
 - Rubber-backed vinyl
6. Installation Procedure (Non-hardwood): Spread the adhesive with the appropriate notched trowel, or use a glue box to spread the adhesive onto the seaming tape. Lay the flooring into the adhesive and press down firmly. Do not allow the adhesive to skin over prior to flooring installation. Skinning (cured adhesive) will prevent the proper transfer of the adhesive to the substrate and flooring. Roll the installation using the flooring manufacturer's recommendations. Periodically check to ensure that there is enough coverage of the adhesive to the flooring; most flooring types will require > 80% coverage and transfer. Tape and/or weigh seams to keep contact until the adhesive sets. Always test an area to ensure product satisfaction and adhesion to the substrate.
7. Installation Procedure (Hardwood): Not Applicable
8. Limitations:
 - Slab temperature should be between 40oF and 100oF during installation. Large fluctuations in temperature during installation and cure should be avoided.
 - Do not use on wet, dusty, contaminated, or friable substrates; do not use over substrates/slabs treated with sealers or curing compounds; do not use in areas subject to hydrostatic head.
 - Do not allow heavy traffic or rolling loads for a minimum of 24 hours.
 - Hardwood installations are limited to above- or on-grade.
 - Refer to flooring manufacturer's recommendations and NWFA's specifications for proper acclimation, verification of moisture content of flooring with a moisture meter, and expansion relief around perimeter throughout installation.

- High humidity and temperatures will shorten open and working times.
- a. The foregoing representations are based on the results of most current product and material testing within a controlled environment and are of a nonobligatory advisory nature only. As such, they do not constitute an express or implied warranty of any kind including the Warranty of Merchantability and/or Fitness for a Particular Purpose. Because we have no control over the actual quality of workmanship, materials used, and worksite conditions, PLAE will in no event be liable for any incidental and/or consequential damages. Therefore, we strongly recommend that prior on-site testing be conducted to refer to and study the suitability of the product for the intended purpose. With the release of this technical information sheet, all prior versions become invalid.
9. General Features:
 - Provides sound-dampening properties
 - Provides unlimited moisture-vapor protection for wood flooring
 - Contains no water
 - High-solids content
 - Freeze/Thaw stable
 - May contribute to LEED
 10. Installation Features:
 - “Wet-Lay” and no flash time required
 - Strong grab
 - Good ridge retention
 - Very low odor
 - Easy-to-spread polyurethane adhesive
 11. Long-term Features: Excellent warranty with multiple flooring types.
 12. Flash Time: No flash required, 0 minutes.
 13. Open Time: Approximately 45 minutes at 70°F and 50% humidity
 14. Installation Approximate Coverage Rates:
 - Glue Box: approx. 50 SF/gal.
 - Trowel #4 (outdoor on rough surface): up to 50 SF/gal.
 - Minimum Run Length: 110 LF/pail (glue 9” wide)
 - Recommended Run Length: 160 lf/pail (glue 9” wide)
 - Maximum Run Length: 210 lf/pail (glue 9” wide)
 - 3/32” x 3/32” x 3/32” V-Notch Trowel: 130 SF/gal
 - 1/16” x 1/16” x 1/16” Square-Notch Trowel: 95 SF/gal
 - 1/8” x 1/8” x 1/8” Square-Notch Trowel: 80 SF/gal
 - Engineered Wood Flooring: 1/4” x 1/4” (V-Notch): 30-35 SF/gal
 - a. Please Note: It is up to the installer to determine the proper trowel for the job. Larger trowel sizes may be required to reach the minimum adhesive coverage.

2.03 OTHER MATERIALS

- A. ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in-situ Probes.

PART 3 - EXECUTION

3.01 MANUFACTURERS' INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions for installation.

3.02 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.

3.03 ERECTION / INSTALLATION / APPLICATION / CONSTRUCTION

- A. Recycled Rubber Flooring Installation: Comply with PLAE Installation Manual for installation procedures and techniques for PLAE Achieve Rolls recycled rubber resilient flooring installation.
- B. Finish Color/Textures/Patterns: Refer to the drawings.
- C. Related Products Installation: Refer to other sections listed in Related Sections paragraph herein for related products installation.

3.04 FIELD QUALITY REQUIREMENTS

- A. Manufacturer's Field Services: Upon owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
 - 1. Site Visits: NA

3.05 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from the project site and legally dispose of debris.

3.06 PROTECTION

- A. Protection: Protect installed product and finished surfaces from damage during construction.

END OF SECTION 09 65 66

PART 1 - GENERAL**1.01 DESCRIPTION**

- A. Work Included: Provide specified painting and finishing of interior and exterior items.
1. Provide painting of all new exposed steel and iron work, including primed metal surfaces. Paint exposed-to-view pre-finished metal surfaces of items, if required. Refer to drawings for existing metal to be painted.
 2. Provide touch-up of pre-finished items to match original finish.
 3. **Do not paint** waterproof coatings, water repellent coating, acoustical ceilings, toilet partitions, aluminum with factory applied finish, or pre-finished items, except as noted above.
 4. **Do not paint** over any code required metal labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates. Mask off the label before applying finish and remove masking after finish is dry.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are in Division 1 of the Specifications.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. In accordance with Section 01 33 00.
- B. Substitutions will not be considered prior to the award of the General Contract.

1.04 DEFINITIONS

- A. Term "paint", as used herein, includes enamels, paints, sealers, fillers, emulsions, varnishes, stains, and other coatings whether used as prime, intermediate, or finish coats.

1.05 QUALITY ASSURANCE

- A. Qualifications of Painters: Use only qualified journeyman painters for mixing and application of paint. In acceptance or rejection of painting, no allowance made for lack of skill on part of painters.

- B. Mockups - Interior: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 SF.
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.06 PRODUCT HANDLING

- A. Delivery: Deliver paint materials to job site in original unopened containers with labels intact and legible at time of use.
- B. Protection:
 - 1. Store only approved materials at job site and store only in suitable and designated area restricted to storage of paint materials and related equipment.
 - 2. Ensure safe storage and use of paint materials and prompt and safe disposal of waste.
 - 3. Protect paint materials before, during, and after application and protect installed work and materials of other trades.

PART 2 - PRODUCTS

2.01 PAINT MATERIALS

- A. Manufacturers: Provide paints, enamels, stains, varnishes, and admixtures of first line quality by Sherwin Williams or approved equal. Sherwin Williams products specified herein establish minimum quality standards. Approved equal products:
 - 1. Farrell-Calhoun
 - 2. PPG Paints
 - 3. Benjamin Moore
- B. Compatibility:
 - 1. Paint materials and equipment to be compatible. Finish coats compatible with prime coats, prime coats compatible with surface to be coated, and tools and equipment compatible with coating applied.
 - 2. Thinners (when used): Use thinners recommended for that purpose by manufacturer of material thinned.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection: Carefully inspect installed work of other trades and verify work is complete to point where painting work may properly commence. Verify paint finishes may be applied in strict accordance with manufacturer's directions and requirements of these Specifications.
- B. Discrepancies: Do not proceed with installation in areas of discrepancy until discrepancies are fully resolved.

3.02 PREPARATION OF SURFACES

- A. Protection: Completely mask, remove, and adequately protect hardware, accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces not scheduled to receive paint.
- B. Priming: Use primer recommended by manufacturer of coating system. Spot prime exposed nails and metals to be painted with emulsion paints.
- C. Cleaning: Thoroughly clean surfaces receiving paint. Schedule cleaning and painting so dust and contaminants from cleaning process will not fall on wet, newly painted surfaces.
- D. Gypsum Board: Treat and conceal joints, screw heads, and depressions in gypsum board surface in accordance with manufacturer's recommendations and instructions. Painted surfaces must be completely clean and continuously smooth. Treat internal and exterior corners and angles formed by intersection of wallboard surfaces and wallboard edges with joint reinforcements system in accordance with manufacturer's standard installation specifications where intersections and edges do not have metal trim. **All joints in gypsum board construction are to be taped and floated. This includes work above ceilings, at concealed places and anywhere else joints in gypsum board construction occur.** A slight egg-shell texture may be acceptable if approved by Architect prior to application. **Heavy "knockdown" texturing is not acceptable.**
- E. Concrete and Concrete Block: Prepare surfaces in strict accordance with paint manufacturer's instructions and recommendations. Remove chalk, dust, dirt, grease, oils and substances which negatively effect paint adhesion. Perform appropriate tests to determine alkalinity and moisture content of surfaces. If surfaces are found sufficiently alkaline to cause blistering and burning of paint, correct condition before applying paint.
- F. Wood: Clean wood surfaces free of dirt, oil, or foreign substances with scrapers, mineral spirits, and sandpaper. Sandpaper smooth those surfaces exposed to view, and then remove dust. Prime or seal wood requiring job painting immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of this wood. Scrape and clean small, dry seasoned knots, and apply thin coat of white shellac or manufacturer's recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections

in finish surfaces with putty of plastic wood-filler. Sandpaper smooth when dried.

- G. Primed Ferrous Metals: Clean ferrous metals free of dust, grease and grime. Sand smooth rust spots, mars and abrasions in surfaces. Touch-up shop-applied prime coats which have damage or bare areas. Wire-brush, solvent clean, and touch up with same primer as shop coat.
- H. Non-ferrous Metals: Clean off all oxidation, dust, grease and grime.
- I. Galvanized Metal Surfaces: Clean free of oil and surface contaminates with acceptable non-petroleum based solvent. Touch up bare metal with zinc chromate primer.

3.03 WORKMANSHIP

- A. Do not perform outside painting in extremely cold, frosty, or damp weather. Do not paint in dusty rooms. If required, sprinkle floors, to lay dust. Do not apply coats of paint on either wet or damp surfaces and in no case unless preceding coat is dry and hard.
- B. Clean surfaces before priming. Remove dirt, oil, grease, rust, scale, and foreign matter. Clean with sandpaper, steel scraper, or wire brushes where necessary.
- C. Specified coats are to cover completed painting and finishing work. Where color, stain, or undercoats show through final coat, install additional coats until uniform coverage is obtained.
- D. Vary tints of undercoats slightly for identification of succeeding coats. Ample time of drying required to secure best possible results.
- E. Coats specified are in addition to shop or mill priming required under other Sections of these specifications.

3.04 MOISTURE CONTROL

- A. Give back side of interior wood trim in contact with masonry units one application of water repellent preservative.

3.05 PAINT SCHEDULE

- A. Finish surfaces as follows:

SURFACE	TREATMENT
1. Interior Ferrous Metals:	<u>1st Coat</u> - SW Pro-Cryl Universal Water Based Primer, B66-310 Series (Touch up only on primed surfaces) <u>2nd & 3rd Coats</u> - SW ProMar 200 Alkyd Eg-Shel B33 or S/G B34 as selected by Architect.

2. **Interior Aluminum:** 1st Coat - SW Pro-Cryl Universal Water Based Primer, B66-310 Series (Touch up only on primed surfaces)
2nd & 3rd Coats - SW ProMar 200 Alkyd Eg-Shel B33 or S/G B34 as selected by Architect.
3. **Galvanized Metals:** 1st Coat: SW B66W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer Off White
2nd & 3rd Coats: SW B66W01151 Pro Industrial DTM Acrylic Semi-Gloss Extra White.
4. **Int. Gyp. Board - Painted:** 1st Coat - SW PrepRite High Build Latex Wall Primer/Surfacer, B28W601
2nd & 3rd Coats - SW ProMar 200 Latex Eg-Shel B20-2200 or S/G B31-2200 Enamel as selected by Architect.
5. **Interior Conc. - Painted:** 1st Coat - SW PrepRite Masonry Primer, B28W300
2nd & 3rd Coats - SW ProMar 200 Latex Eg-Shel B20-2200 or S/G B31-2200 Enamel as selected by Architect.
6. **Interior CMU - Painted:** Prime Coats - SW PrepRite Block Filler, B25W25 as required to eliminate all pinholes.
2nd & 3rd Coats - SW ProMar 200 Latex Eg-Shel B20-2200 or S/G B31-2200 Enamel as selected by Architect.

3.06 PROTECTION, CLEAN UP, AND TOUCH-UP

- A. Protect all work from paint droppings and spattering by use of masking, drop cloths, removal of items or by other approved methods.
- B. Upon completion, clean paint drops and smears from hardware, glass and other surfaces and items.
- C. Before final inspection, touch-up or refinish painted surfaces which have become damaged or discolored.
 1. Perform touch-up work in a manner to produce solid even color and finish texture to match surrounding color and finish texture.
 2. Areas that receive touch-up work and do not match surrounding color or finish texture will be refinished at Contractors expense.

3.07 REPAINTING AND REFINISHING

- A. Thoroughly clean existing surfaces in present building to be repainted and give one or more new coats of same type of paint originally used. Clean existing natural finish surfaces, sand and give new coat of varnish or finish originally used. Treat patched and repaired surfaces as new surfaces. For bidding purposes figure two coats of paint as average requirement. Scrape surfaces to be repainted, sand by hand or machine, and prepare to receive new coats.

- B. Paint rooms and areas in existing building noted on drawings to paint existing surfaces or required by Finish Schedule.
- C. Paint all rooms and areas in existing building where cutting and patching occurs. Paint after cutting, patching, and remodeling in rooms and areas is completed. Where cutting and patching is required on only one wall or surface, paint the entire room or area. Where cutting or patching occurs along a corridor wall, paint entire corridor wall from corner to corner or between termination lines designated by Architect.

END OF SECTION 09 91 00