

# **PROJECT MANUAL**

Job 061734, UA Little Rock Coleman Creek  
Greenway Extension (RTP-20) (S)  
F.A.P. RTP-1302 (341)  
ARDOT Project Number 061734  
Pulaski County

University of Arkansas  
at Little Rock

Coleman Creek Trail  
Little Rock, Arkansas

February 7, 2023

Owner

**University of Arkansas at Little Rock**  
2901 South University  
Little Rock, Arkansas 72204  
(501) 560-3390

Engineer & Landscape Architect

**Development Consultants, Inc.**  
2200 North Rodney Parham, Suite 220  
Little Rock, Arkansas 72212  
(501) 221-7880

Project Number UALROE16.14

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**SECTION 00 0130  
INVITATION TO BID**

**JOB NUMBER 061734, UA LITTLE ROCK COLEMAN CREEK GREENWAY EXTENSION (RTP-20) (S)**

**F.A.P. RTP-1302 (341), PULASKI COUNTY**

**ARDOT PROJECT NUMBER 061734**

**NOTICE TO GENERAL CONTRACTORS**

**YOU ARE INVITED TO BID ON A GENERAL CONTRACT FOR ALL LABOR, METHODS, MATERIALS, AND EQUIPMENT NECESSARY TO EXTEND THE EXISTING TRAIL IN THE NORTH/SOUTH DIRECTIONS ALONG THE COLEMAN CREEK TO 28TH STREET FOR THE UNIVERSITY OF ARKANSAS - LITTLE ROCK, LITTLE ROCK, ARKANSAS HEREINAFTER TERMED OWNER. BIDS SHALL BE ON A LUMP SUM BASIS.**

**OWNER WILL RECEIVE MAIL IN OR HAND DELIVERED BIDS. MAIL IN BIDS SHOULD BE SENT TO UNIVERSITY OF ARKANSAS LITTLE ROCK, 2801 S. UNIVERSITY AVE, LITTLE ROCK, AR 72204 ATTN: PROCUREMENT SERVICES. MAIL IN BIDS MUST BE RECEIVED BEFORE THE BID OPENING. CONTRACTORS MAY HAND DELIVER BIDS BETWEEN 1:00 P.M. AND 2:00 P.M. LOCAL TIME, JUNE 15, 2023. BIDS RECEIVED AFTER 2:00 P.M. WILL NOT BE ACCEPTED. INTERESTED PARTIES WILL BE NOTIFIED OF RESULTS.**

A non-mandatory pre-bid meeting will be held at the UA Little Rock Facilities Management Building Conference Room #205, on **June 1, 2023 at 09:00am.**

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

Contract documents may be examined, but not purchased, at the office of the Design Professional or the plan rooms listed below:

Development Consultants, Inc.

2200 N. Rodney Parham Suite 220

Little Rock, AR 72212

(501) 221-7880

Contract documents may purchased at:

Southern Reprographics

901 W. 7th Street

Little Rock, AR 72201

(501) 372-4011

Obtaining contract documents through any source other than the Design Professional listed above, or his representative(s) 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) are considered the official version and take precedence if any discrepancies occur.

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

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 the Owner of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract which does not obligate the contractor to require the submission of Disclosure forms for subcontractors.

UA Little Rock hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws, and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply. Buy America provisions apply to this project.

A State of Arkansas Contractor's License is not required to bid on the project; however, no contractor shall submit a bid prior to submitting an initial application (which does not require a full audit) for licensure, and no construction contract shall be executed until the successful bidder has furnished an appropriate license issued by the State of Arkansas Contractor's Licensing Board.

UA Little Rock values diversity, equity, and inclusion in the community, seeking to integrate and support these principles through its institutional policies and partnerships alike. As such, the university seeks the submission of proposals by all suppliers, encouraging those whose background and business culture reflects these values, including those by small, minority, and women's owned business enterprises, and who meet all requirements outlined in the solicitation document FB-23-029 Coleman Creek Greenway Extension to participate equally.

Bidders are hereby notified that Davis Bacon wage rates will apply.

The Owner 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 the bid is submitted, except as otherwise provided for federally funded projects, and therefore excepted by Ark. Code Ann. §17-25-315.

Visit UA Little Rock's website at <http://ualr.edu/procurement/home/bids/construction> bids for more information.

**END OF SECTION**

**SECTION 00 0200  
INSTRUCTIONS TO BIDDERS**

**PART 1 - GENERAL**

**1.01 BIDDING DOCUMENTS.**

- A. Bidders may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Bid. Complete sets of Contract Documents must be used in preparing bids; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Design Professional or Representative 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 UA Little Rock - Purchasing 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 the Owner to reject any and all bids and to waive any formality.

**1.02 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK.**

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

**1.03 INTERPRETATION OF CONTRACT DOCUMENTS DURING BIDDING.**

- A. All references to the Owner shall be interpreted to mean the University of Arkansas at Little Rock, a campus of the University of Arkansas under the governance of the Board of Trustees of the University of Arkansas.
- B. If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to the Design Professional a written request for an interpretation or correction thereof not later than five (5) calendar days before Bid opening. In those instances where a Design Professional is not involved with the project, written requests for interpretation or correction may be made to the UA Little Rock - Procurement Services within the time frame stated above.
- C. Address all communications regarding the Contract Documents to the Design Professional: Development Consultants, Inc. 2200 N. Rodney Parham Rd Suite 220, Little Rock, Arkansas 72112. In those instances where a Design Professional is not involved, address all such communications to University of Arkansas at Little Rock, Procurement Services, 2801 South University Ave, Little Rock, Arkansas 72204 (501-569-3144).
- D. Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each Bidder of record by the Design Professional; and in those instances where a Design Professional is not involved the UA Little Rock Purchasing shall distribute Addenda in the above referenced manner. The Owner will not be responsible for oral explanations or interpretation of the Contract Documents.
- E. Addenda issued during the bidding period will be incorporated into the Contract Documents.

**1.04 SUBSTITUTIONS.**

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

#### **1.05 TYPE OF BID.**

- A. 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.
- B. The estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item, but shall not be considered by the Bidder as the actual quantities that may be required for the completion of the proposed work. Bidder shall state a unit price for every item of work named in the Proposal. Bidder shall include, in the unit prices, furnishing of labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish the Work. The unit price bid for the items shall be stated in figures 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.

#### **1.06 PREPARATION OF BID.**

- A. Bid shall be made on an unaltered Bid Form identical to the form included with the Contract Documents. Fill in all blank spaces and submit one original. Bids shall be signed with name typed below the signature. Where Bidder is a corporation, bids shall be signed with the legal name of the corporation followed by the name of the state of incorporation, contractor's license number, and the signature of an authorized officer of the corporation.

#### **1.07 BID GUARANTEE AND BONDS.**

- A. 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 \$50,000.00. The bidder will be required to submit a bidder's deposit, which includes enclosing a cashiers check payable to the order of the OWNER 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.
- B. The bid bond shall indemnify the Owner against failure of the Contractor to execute and deliver the contract and necessary bond (Performance and Payment Bond) for faithful performance of the contract. The bid bond shall provide that the contractor or surety must pay the damage, loss, cost and expense subject to the amount of the bid security directly arising out of the Contractor's default in failing to execute and deliver the contract and bonds.
- C. 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.
- D. Should Bidder fail to enter into a contract and furnish the required bonds and insurance certificates within 10 days after receipt of Intent to Award, the bid guarantee will be forfeited to the Owner as liquidated damages.

#### **1.08 PERFORMANCE AND PAYMENT BOND.**

- A. 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 local 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. Bond must be amended and refiled for every Change Order issued during Construction.



**B. SUBCONTRACTORS.**

- C. Name of principal subcontractors shall be listed where indicated on the Bid Form in accordance with Ark. Code Ann. § 22-9-204 and the contract documents. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use no other subcontractors when the subcontractor's portion of the project is \$50,000.00 or more, except those qualified and licensed by the Contractors Licensing Board in Mechanical (HVAC), Plumbing, Electrical and Roofing.
- D. A bidder should request clarification from the Design Professional (or from UA Little Rock Purchasing Department, if no Design Professional exists for the project), if the bidder determines a type of work (mechanical -indicative of HVAC; electrical - indicative of wiring and illuminating fixtures; plumbing; roofing and sheetmetal 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.
- E. 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.
- F. 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.
- G. 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 hereafter refuse to perform his contract or offered contract, the prime contractor may substitute another subcontractor, after having obtained prior approval from the design professional, the owner, and UA Systems Office.

**1.09 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.
- C. 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.

**1.10 SUBMITTAL.**

- A. 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.

#### **1.11 MODIFICATION AND WITHDRAWAL.**

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

#### **1.12 DISQUALIFICATION OF BIDDERS.**

- A. The Owner 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.

#### **1.13 APPLICABLE LAWS.**

- A. 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.
- B. Discrimination: Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to nondiscrimination. 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 or UA Systems, or both may impose a range for appropriate remedies up to and including termination of the Contract.
- C. Taxes: Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.
- D. State Licensing Laws for Contractors:
  - 1. 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 the Owner cannot enter into any such contract, nor can UA Systems 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.
  - 2. Potential Bidders are hereby notified that:
  - 3. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than twenty-five thousand dollars (\$25,000.00).
    - a. 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:
    - b. 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.
  - 4. 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.

- a. Note: A copy of the "Contract and Grant Disclosure and Certification Form" is included at the end of this division.
- E. 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.
- F. 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. and the Owner's established procedures.
- G. Bidders must comply with Act 758 and Act 611 contracting prohibitions.

#### **1.14 LIQUIDATED DAMAGES.**

- A. 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.

#### **1.15 PRE-BID CONFERENCE:**

- A. There will be a pre-bid conference held on **09:00 A.M. on June 1, 2023** at the UA Little Rock Facilities Management Conference Room. All prospective bidders are encouraged to attend. The Owner reserves the right to reschedule pre-bid conference or to schedule additional conferences.

#### **1.16 OPENING.**

- A. Bids will be opened as identified in the Invitation to Bid.

#### **1.17 EVALUATION AND CONSIDERATION OF BIDS.**

- A. It is the intent of the Owner 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 appropriated for the project by more than 25%. The Owner shall have the right to waive any formalities in a bid received and to accept the bid which, in the State's judgment, is in its best interests. The Owner shall have the right to accept bids for a period not to exceed 30 days.
- B. 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 UA Little Rock personnel and another person so designated by UA Little Rock in the presence of a witness and the tie bidders or representatives. The witness shall be an employee of the Owner. 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 the Owner reserved right to reject any and all bids and to waive any formalities.

#### **1.18 EXECUTION OF CONTRACT.**

- A. 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.
- B. 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.

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

**1.19 SCOPE OF WORK**

- A. Provide all labor, methods, materials and equipment necessary extend the existing trail in the North/South directions along the Coleman Creek to 28th Street for the The University of Arkansas at Little Rock, Little Rock, Arkansas.

**END OF SECTION**



# AIA® Document A701® – 2018

## Instructions to Bidders

for the following Project:  
(Name, location, and detailed description)

UALR Coleman Creek Greenway Extension  
Campus of University of Arkansas at Little Rock  
Little Rock, Arkansas  
Project Description: UALR Job 061570, F.A.P. RTP-1302(295), Pulaski County

**THE OWNER:**  
(Name, legal status, address, and other information)

UALR The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas at Little Rock, hereinafter referred to as the Owner

**THE ARCHITECT:**  
(Name, legal status, address, and other information)

Witsell Evans Rasco, P.A.  
901 W. Third  
Little Rock, AR 72201  
Telephone Number: 501-374-5300

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## **ARTICLE 1 DEFINITIONS**

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 Distribution**

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

## **§ 3.2 Modification or Interpretation of Bidding Documents**

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

## **§ 3.3 Substitutions**

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

### **§ 3.3.2 Substitution Process**

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.



§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

## **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

## **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

## § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*
- .5 Drawings

	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	
.8	Other Exhibits:			
	<i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>			
	<input type="checkbox"/>	AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>		
	<input type="checkbox"/>	The Sustainability Plan:		
	Title	Date	Pages	
	<input type="checkbox"/>	Supplementary and other Conditions of the Contract:		
	Document	Title	Date	Pages
.9	Other documents listed below:			
	<i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>			

# **Additions and Deletions Report for**

## **AIA® Document A701® – 2018**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:37:49 CT on 05/25/2023.

### **PAGE 1**

UALR Coleman Creek Greenway Extension  
Campus of University of Arkansas at Little Rock  
Little Rock, Arkansas

Project Description: UALR Job 061570, F.A.P. RTP-1302(295), Pulaski County

...

UALR The Board of Trustees of the University of Arkansas, acting for and on behalf of the  
University of Arkansas at Little Rock,  
hereinafter referred to as the Owner

...

Witsell Evans Rasco, P.A.  
901 W. Third  
Little Rock, AR 72201  
Telephone Number: 501-374-5300

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, John Greer Jr., AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:37:49 CT on 05/25/2023 under Order No. 2114355625 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

---

*(Dated)*

**SECTION 00 2114  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**THE MODIFICATIONS (ADDITIONS, DELETIONS AND SUBSTITUTIONS) TO THE AMERICAN INSTITUTE OF ARCHITECTS "INSTRUCTIONS TO BIDDERS" (AIA DOCUMENT A701-97), LISTED BELOW ARE PART OF THE BIDDING DOCUMENTS. WHERE ANY PART OF THIS DOCUMENT IS MODIFIED BY THIS SECTION, THE UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.**

- A. Article 3.3.1 after "SUBSTITUTIONS", add "And must comply with requirements of Section 01 3000.
- B. Article 4.2.1, delete last sentence.
- C. Article 5.3.1:
  - 1. In line 3 after "does not exceed" insert "25%".
- D. Delete 2nd sentence in its entirety and insert "The Owner reserves the right to reject any or all bids and to waive all formalities.
- E. Article 5.3.2, delete in its entirety.
- F. Article 6.2, delete in its entirety. (The State cannot publish for bids without sufficient funds to award and pay for construction of facilities).
- G. Article 7.1.2, delete 2nd sentence.
- H. Article 7.1.3, delete in its entirety.
- I. Article 7.1.4, add new paragraph as follows:
  - 1. 7.1.4 Arkansas Code Annotated § 22-9-404 requires listed subcontractors (mechanical, plumbing, electrical, and roofing/sheet metal) whose bid to prime contractor exceeds \$50,000 to provide a 100% performance and payment bond to prime contractor IF REQUIRED BY THE PRIME CONTRACTOR".
- J. Article 7.2.1, delete paragraph in its entirety and insert "The bidder shall deliver required bonds to Architect within 10 days of receipt of Intent to Award notice. Failure to furnish required bonds may cause forfeiture of bid guarantee to Owner as liquidated damages".
- K. Article 7.2.2, delete 1st sentence and insert "Bond shall be written on enclosed Arkansas Statutory Performance and Payment Bond Form".
- L. Article 7.2.3, in line 1, delete "or after the" and insert "same date as".
- M. BID OPENING: The bid opening will be conducted at the time and place as stated in the Advertisement for Bids.
- N. BONDS: Bonds will be required as stated in the Advertisement for Bids.
- O. LICENSING REQUIREMENTS: Comply with licensing requirements as stated in the Advertisement for Bids.
- P. TIME: Time will be of the essence of the Contract; the Contractor must agree to complete the work within the time period as set forth in the Bid Form.
- Q. LIQUIDATED DAMAGES: Liquidated damages will be required as stated in the BID FORM.
- R. RETAINAGE: In accordance with Arkansas Code Annotated § 22-9-601, retainage will be withheld from progress payments. Refer to General and Supplementary General Conditions for retainage amounts.
- S. SEPARATE PAY ITEM FOR TRENCHING AND EXCAVATION SAFETY SYSTEMS: Refer to Supplementary General Conditions for Arkansas Code Annotated § 22-9-212 requirements for inclusion of trenching and excavation safety systems inclusion in base bid and requirement for separate pay item listing on bid form.
- T. NAMING OF SUBCONTRACTORS ON BID FORM: Arkansas Code Annotated § 22-9-204.
  - 1. Prime contractors, as a condition to perform work for and in the State of Arkansas shall use no other subcontractors, when the subcontractors portion of the project is \$50,000 or

more, except those licensed by the State Contractor's Licensing Board and qualified in: (a) mechanical (indicative of heating, air conditioning and ventilating), (b) plumbing, (c) electrical (indicative of wiring and illuminating fixtures), and (d) roofing and sheet metal work (indicative of roofing application). In the event the prime contractor is qualified and licensed by the "Arkansas State Contractor's Licensing Board, he may use (must name) his own forces to perform those tasks listed herein as subcontractors in one or more of the trades listed. (Emphasis added)

2. The prime contractor shall make a definite decision regarding the subcontractors he intends to use, and he shall place the names of each subcontractor in a blank space to be provided on the Form of Proposal of his bid. It shall be mandatory that the (a) mechanical, (b) plumbing, (c) electrical, and (d) roofing and sheet metal subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provisions of this code be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. It shall be a violation of this code for any prime contractor to submit a bid listing unlicensed contractors or to use unlicensed contractors on a public works project. Any subcontractor not licensed by the Contractor's Licensing Board shall also be in violation of this section if they perform work on a public works project. Any contractor or subcontractor who, after notice and hearing, is found in violation of this section shall pay to State Building Services a civil penalty of not less than \$250.00 nor more than \$500.00 and may be suspended from bidding public works contracts for not less than six months nor more than twelve months.

U. WAGE RATES:

1. In accordance with Federal Requirements, Davis Bacon Wage Rate, as determined by Department of Labor, **WILL** be required under this contract.

V. TIE BIDS: If two or more sealed bids are equal in amount, meet project manual requirements, and are the lowest received at the bid opening then the apparent low bidder will be determined by lot (placing the name of tie bidders into a container and drawing one name). The drawing will be done by university personnel or another person so designated by the university in the presence of a witness and tie bidders. The witness shall be an employee of the Owner. Documentation of the drawing must be included on the bid tabulation and be signed by those present. Nothing in the above and foregoing will diminish the State's reserved right to reject any and all bids and waive formalities.

W. GOVERNOR'S EXECUTIVE ORDER 98-04:

1. In accordance with the Governor's Executive Order, all bidders are herein notified that included with this bid package is the "Contract and Grant Disclosure and Certification Form". The successful bidder shall complete and return the disclosure form when notified and as instructed by the intent to award. See document 00 5200.
2. The following statement will be included in the construction contract:
  - a. The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order, shall be considered a breach of the terms of the Contract, violation to all legal remedies available to the Agency under the provisions of existing law".
3. The Contractor shall place the aforementioned paragraph as a condition to be contained in any subcontract or assignment pursuant to this project.

X. SMALL, MINORITY, AND WOMEN BUSINESS ENTERPRISES: Pursuant to Arkansas Code Annotated § 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.

Y. RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION: Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in a boycott of Israel.



- Z. ACT TO PROHIBIT CONTRACTS WITH THE PEOPLE'S REPUBLIC OF CHINA: Pursuant to Act 758 of the State of Arkansas 94th General Assembly Regular Session, 2023, a state agency shall not enter into a contract with a company owned in whole or with a majority ownership by the Government of the People's Republic of China or a company that employs a subcontractor owned by the Government of the People's Republic of China.
- AA. ACT TO PROHIBIT CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES: Pursuant to Act 611 of the State of Arkansas 94th General Assembly Regular Session, 2023, a public entity shall not enter into a contract with companies that boycott energy, fossil fuel, firearms, and ammunition industries.
- BB. CONDENSATION OF CLAUSES: The specifications are condensed in the interests of brevity and clarity. Incomplete sentences have been used; words such as "a", "the", "all", and the phrases, "the contractor shall", "shall be", "as indicated on the drawings", have been intentionally omitted. "Provide" means "furnish and install". "Including" means "including, but not limited to". Refer any questions of interpretation to the Architect immediately.

**END OF SECTION**

**SECTION 00 4000  
EMPLOYMENT OF ILLEGAL IMMIGRANTS**

**PART 1 GENERAL**

**1.01 EMPLOYMENT OF ILLEGAL IMMIGRANTS - CERTIFICATION BY BIDDER**

A. Representations and Certifications:

1. Governmental Certifications: Certification by Bidder. Pursuant to Act 157 of 2007, all bidders must certify prior to award of contract that they do not employ or contract with any illegal immigrant(s) in its contract with the state. Bidders shall certify on line at [http://www.arkansas.gov.dfa/procurement/pro\\_index.html](http://www.arkansas.gov.dfa/procurement/pro_index.html) The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 00 4100  
BID FORM**

**TO:**

Board of Trustees acting for and on behalf of  
University of Arkansas at Little Rock  
Purchasing Department, Room #111  
Speech & Communications Building  
2801 S. University Avenue  
Little Rock, Arkansas 72204-1009

**FROM:**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ License No. \_\_\_\_\_

**BASE BID**

Pursuant to and in compliance with Bidding Documents and the proposed Contract Documents, I hereby propose and agree to furnish material and labor extend the existing trail in the North/South directions along the Coleman Creek to 28th Street for the The University of Arkansas at Little Rock, in strict accordance with the Contract Documents for the sum of:

**BASE BID:** \_\_\_\_\_ \$ \_\_\_\_\_

Dollars (written out) \_\_\_\_\_ Numerical  
Amount

**UNIT PRICES & ALLOWANCES;**

**UNIT PRICES:**

NOT APPLICABLE

**ALLOWANCES:**

NOT APPLICABLE

**ADDENDA**

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

# \_\_\_\_\_ Dated \_\_\_\_\_

# \_\_\_\_\_ Dated \_\_\_\_\_

# \_\_\_\_\_ Dated \_\_\_\_\_

**COMPLETION DATE:**

Bidder agrees that the work will begin within 10 days of Notice to Proceed and that all work, testing, and training will be substantially complete **in 75 days**.

**LIQUIDATED DAMAGES**

Bidder agrees that, if awarded the Contract, work will commence per the schedule outlined in Paragraph 1.04 in Section 01 3216, and will be completed fully by the Completion Date indicated in above. 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 Dollars (\$200.00)** for each calendar day of delay until work is completed or accepted.

**THE UNDERSIGNED, IN COMPLIANCE WITH THE CONTRACT DOCUMENTS FOR THE  
CONSTRUCTION OF THE ABOVE NAMED PROJECT, DOES HEREBY DECLARE:**

UALROE16.14  
UA Little Rock Coleman Creek  
Trail

00 4100 - 1

BID FORM  
05/24/2023



**Names and** \_\_\_\_\_

**Addresses of**

**Partners:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If Bidder is a corporation, complete the following:**

**Name and** \_\_\_\_\_

**Address of**

**President:** \_\_\_\_\_

**Name and** \_\_\_\_\_

**Address of**

**Treasurer:** \_\_\_\_\_

(SEAL)

**END OF SECTION**

**SECTION 00 5213  
AGREEMENT & CONTRACT DISCLOSURE FORM**

**PART 1 - GENERAL**

**FORM OF AGREEMENT**

**1.01 THE AIA A101 - 2017 STANDARD AGREEMENT WILL BE USED AS THE BASIS OF THE FORM OF AGREEMENT FOR THIS PROJECT. COPIES OF THIS STANDARD DOCUMENT ARE AVAILABLE AT SOUTHERN REPROGRAPHICS OR DCI IF DESIRED OR NEEDED PRIOR TO BID DATE.**

**1.02 SUPPLEMENTARY PROVISION TO A101:**

- A. ARTICLE 8: Add the following paragraph:
  - 1. Failure to make any disclosure required by Governor's 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."

**1.03 RELATED REQUIREMENTS**

- A. A COPY OF THE ARKANSAS CONTRACT GRANTS & DISCLOSURE FORM FOLLOWS THIS DOCUMENT.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

# AIA® Document A101® – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the    day of    in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

UALR The Board of Trustees of the University of Arkansas, acting for and on behalf of  
the, University of Arkansas at Little Rock,  
hereinafter referred to as the Owner

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

UALR Coleman Creek Trail  
Little Rock, Arkansas  
Project Description: Renovation to Coleman Creek Trail at the University of Arkansas -  
Little Rock

The Architect:  
(Name, legal status, address and other information)

Witsell Evans Rasco, P.A.  
901 West Third St.  
Little Rock, AR 72204  
Telephone Number: 501-374-5300

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*



[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

**Item**

**Price**

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

**Item**

**Price**

**Conditions for Acceptance**

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

**Item**

**Price**

**§ 4.4 Unit prices, if any:**

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

**§ 4.5 Liquidated damages, if any:**

(Insert terms and conditions for liquidated damages, if any.)

**§ 4.6 Other:**

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages
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[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

---

COUNTRY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### F O R I N D I V I D U A L S \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

☐ None of the above applies

### F O R A V E N D O R ( B U S I N E S S ) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

☐ None of the above applies

## Contract and Grant Disclosure and Certification Form

**Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the 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.**

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party 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 contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency use only

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_ Agency Contact Person \_\_\_\_\_ Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_



**SECTION 00 6100  
PERFORMANCE AND PAYMENT BONDS**

**FORM OF GENERAL CONDITIONS**

- 1.01 AIA DOCUMENT A312-2010 - PERFORMANCE BOND AND AIA DOCUMENT A312-2010 - PAYMENT BOND APPLICABLE TO THIS CONTRACT ARE ATTACHED FOLLOWING THIS PAGE.**

**END OF SECTION**



# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

### SURETY:

(Name, legal status and principal place of business)

### OWNER:

(Name, legal status and address)

UALR The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas at Little Rock, hereinafter referred to as the Owner

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

UALR Coleman Creek Trail  
Little Rock, Arkansas

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and

Title:

### SURETY

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

UALR The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas at Little Rock, hereinafter referred to as the Owner

**CONSTRUCTION CONTRACT**

Date:

Amount: \$ 0.00

Description:

(Name and location)

UALR Coleman Creek Trail  
Little Rock, Arkansas

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: \_\_\_\_\_

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SECTION 00 7200  
GENERAL CONDITIONS**

**PART 1 - GENERAL**

**1.01 THE AMERICAN INSTITUTE OF ARCHITECTS "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," AIA DOCUMENT A 201, SEVENTEENTH EDITION, 2017, WILL FORM A PART OF THE CONTRACT DOCUMENTS. A COPY OF THIS DOCUMENT IS INCLUDED AT THE END OF THIS SECTION.**

**1.02 RELATED REQUIREMENTS**

A. SECTION 007300 - SUPPLEMENTARY CONDITIONS.

**END OF SECTION**



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

UALR Coleman Creek Trail  
Little Rock, Arkansas

### THE OWNER:

*(Name, legal status and address)*

UALR The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas at Little Rock, hereinafter referred to as the Owner

### THE ARCHITECT:

*(Name, legal status and address)*

Witsell Evans Rasco, P.A.  
901 West Third St.  
Little Rock, AR 72204

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10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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Init.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall 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 that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity 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.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document



G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.



§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** 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.

**§ 3.12.2** 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.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.



### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.



§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;



- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

#### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will



promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and



approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.



§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

**SECTION 00 7300  
SUPPLEMENTARY GENERAL CONDITIONS**

**SUPPLEMENTARY CONDITIONS: THE FOLLOWING SUPPLEMENTS ARE MODIFICATIONS (ADDITIONS, DELETIONS, AND SUBSTITUTIONS) TO THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION." WHERE ANY PART OF THIS DOCUMENT IS MODIFIED, THE UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.**

**1.2.3** At the end of paragraph, add:

"In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

The Agreement.

Addenda, with those of later date having precedence over those of earlier date.

The Supplementary Conditions.

The General Conditions of the Contract for Construction.

Specifications.

Drawings

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, work shall be provided in accordance with the Architect's interpretation."

**3.4.2.1** ADD the following paragraph: Where a definite material is indicated, it is the "basis of design," including aesthetics such as color, pattern, and texture. It is the intent to set a definite standard and shall be included in the contract amount. If the Contractor proposes a substitution complete data must be submitted for comparison and test when requested by the Architect. No substitution shall be made unless authorized in writing by the Architect or Owner. If the Contractor proposes to substitute an equal product, they shall make this fact known, in writing, to the Architect as soon as possible after the award of the contract. Coordinate and submit at the same time all proposed substitutions that affect the design, including aesthetics such as color, pattern, and texture.

**3.6.2** Add the following new paragraph:

"3.6.2 The Contractor shall include in his bid all State Sales Tax, State Use 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 institution."

**3.7.4** Concealed or Unknown Conditions, change 14 days to 7 days.

**3.8** "Allowances", Add the following:

"Definition: An allowance is an amount to be included in the base bid by bidders that will be used to furnish a portion of the work, with the exact cost to be determined during the construction process, as described in Article 3.8 of the "General Conditions of the Contract for Construction."

**3.12.8** Add the following new paragraph:

**3.12.11** The Contractor shall submit to the Architect such shop drawings, data, and schedules as are required by the specification, General Conditions or that are reasonably requested by the Architect. Submittals shall be coordinated by the Contractor and prepared by a person thoroughly competent and qualified to prepare submittals and shop drawings. Incomplete or poorly prepared submittals and shop drawings are subject to being returned to the Contractor to be redrawn and resubmitted.

**3.14.1** After the last sentence add the following:

"On any alteration, repair, renovation, or addition to existing construction, the Contractor shall do all demolition, cutting, and patching required on existing work to accommodate new work, whether or not such demolition, cutting, and patching is specifically set out in this specification.

**3.15.1** After the last sentence add the following:

"Upon completion of the work, the Contractor shall clean up walls, columns, piers, floors, roof, steps, woodwork, metal work, doors, windows, trim, ceilings, hardware, plumbing, exposed pipe, lighting fixtures, glass, partitions, and stalls, painted surfaces, and other work necessary to leave the building clean and ready for occupancy."

**3.16.** Add the following new paragraph:

3.16.2 The Contractor agrees to allow any state inspector, acting in their official capacity, to have access to the job site."

**5.2.2** After the last sentence add the following:

Adequate and appropriate documentation must be provided to support objections to any potential contract.

Add the following paragraph:

**7.2.2** Methods used in determining adjustments to the Contract sum may include any combination of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation:
- .2 unit prices stated in the Contract Documents or subsequently agreed upon:
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in section 7.2.4.

**7.2.3** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the contract sum shall be actual net cost as confirmed by the Architect Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**7.2.4** The Contractor shall keep and present upon written request, in such form as the Architect Engineer may prescribe, an itemized accounting together with appropriate supporting data.

Unless otherwise provided in the Contract Documents, costs for the purposes of this section

**7.2.4** shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment. exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance. permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

**7.2.5** All quotations for changes, be they additions or deductions, shall be submitted in a complete itemized breakdown form acceptable to Architect Engineer, using Contract Unit Prices when set forth therein. The value of any and all such additions or deductions shall be determined as set forth in section 7.2.4, and as follows:

**7.2.5.1** The itemized breakdown shall, upon written request, show unit quantities and costs of all labor and materials. Submit all verifying data as necessary or reasonably required by Architect Engineer or Owner to support claims, such as copies or original invoices, payrolls, etc. The burden of proof of cost rests upon the Contractor. Contractor agrees that Owner or Owner's Representative shall have the right, at reasonable times, to inspect and audit the books and records of Contractor to verify the propriety and allowability of such costs.

**7.2.6** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**7.2.7** Compute requests for changes in the contract sum, whether additions or deductions, in accordance with the contract requirements. The following is a general guide:

- a. For work performed by the Contractor:

Net Cost of Materials a  
State Sales Tax b  
Net Placing Cost c  
W.C. Insurance Premium and FICA Tax d  
a+b+c+d  
Overhead and profit % (as stated in contract)  
% multiplied by (a+b+c+d) e  
Allowable Bond Premium f  
Total Cost a+b+c+d+e+f

- b. Credit for work omitted shall be computed as outlined in 7.2.7 "a thru e".

- c. For work performed by Subcontractors:

Net Cost of Materials a  
State Sales Tax b  
Net Placing Cost c  
W.C. Insurance Premium and FICA Tax d  
a+b+c+d  
Overhead and Profit % (as stated in the contract)  
% multiplied by (a+b+c+d) e  
To the cost of that portion of the work (Change) that is performed by the Subcontractor, the General Contractor shall add a Fee Charge of 5% plus the Allowable Bond Premium.

**9.3.1.3** Add subparagraph as follows:

Along with the Application for Payment and as a condition to the payment of any amounts stated therein, the Contractor will submit a revised and updated Construction Schedule reflecting actual job progress to the date of the Application for Payment taking into account all factors known at the time of said Application for Payment."

**9.3.1.4** Add subparagraph as follows:

The Owner shall be entitled to retain up to \$5,000 from final payment and payment of retainage until the Contractor delivers to the Architect all record drawings, record documents and maintenance manuals required by the Contract Documents."

**ADD NEW PARAGRAPH**

**9.3.4** Until final payment, the Owner will pay 95 percent (withholding 5 percent retainage) of the amount due the Contractor on account of Progress Payments for labor, materials, and equipment incorporated into the Work and 100 percent (withholding 0 percent retainage) of the amount due for materials or equipment suitably stored on site or off site in a bonded warehouse in the name of the Owner and identified for use on the project, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims. If requested each application and certification for payment shall be accompanied by Release of Liens from all subcontractors and suppliers for Work covered by previous Progress Payments and Consent of Surety for the reduction of retention.

**ADD NEW PARAGRAPH**

**9.6.9** The schedule for Progress Payments is as follows:

**ADD NEW SUBPARAGRAPHS**

Add new subparagraph as follows:

The Contractor shall present his request for payment on the twenty-fifth day of each calendar month.

In preparing estimates, the material delivered and suitably stored on the site and the preparatory work done may be taken into consideration.

**ADD NEW SUBPARAGRAPH**

**9.6.9.2** The periodical estimates for partial payment shall be submitted on AIA Document G702 Application and Certification for Payment and AIA Document G703 Continuation Sheet, duly notarized.

**9.6.9.3** Add new subparagraph as follows:

**9.6.9.3** An original and one (1) copy of the documents will be tendered for approval.

9.11 Add the following new paragraph:

**9.11** Liquidated Damages: The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Two Hundred Fifty Dollars (\$250.00) for each day of delay until the work is substantially complete.

ADD AT THE END OF PARAGRAPH 11.1.1:

**11.1.1** All certificates of insurance shall identify the "Board of Trustees of University of Arkansas - Little Rock" as certificate holder or additional insured.

ADD NEW SUBPARAGRAPHS:

**11.1.1.1** Insurance shall be issued by an insurer authorized to do business in the State of Arkansas and against whom the Owner has no reasonable objection. All policies shall be issued by an insurer which has a financial stability rating of not less than "A" or better by A.M. Best. All policies shall contain a waiver of subrogation against the Owner, Owner's lenders (collectively, the "Lender") and any designated agent or representative of Owner ("Owner's Agent"). The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18;
- .9 Commercial General Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - (a) Premises Operations (including X, C and U coverages as applicable).
  - (b) Independent Contractors' Protective.
  - (c) Products and Complete Operations.
  - (d) Personal Injury Liability with Employment Exclusion deleted.
  - (e) Contractual, including specified provisions for Contractor's obligation under Paragraph 3.18.

- (f) Owned, non-owned and hired motor vehicles.
- (g) Broad Form Property Damage including Completed Operations.
- .10 Commercial General Liability coverage shall be provided on an occurrence basis.
- .11 If the liability insurance requires deductibles or self-insurance retentions, the Contractor shall pay costs not covered because of such deductibles or self-insurance retentions.

**11.1.1.2** The insurance required by Section 11.1.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**11.1.1.2.1** The insurance required by Subparagraph 11.1.1.1 shall be written for not less than the following limits, or greater if required by law.

- .1 Workers' Compensation:
  - (a) State: Statutory
  - (b) Applicable Federal (e.g., Longshoremen's): Statutory
  - (c) Employer's Liability
    - Per Accident: \$100,000
    - Disease, Policy Limit: \$500,000
    - Disease, Each Employee: \$100,000
- .2 Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury: \$1,000,000
  - (b) Property Damage: \$500,000
  - (c) Products and Completed Operations to be maintained for two years after final payment.
  - (d) Property Damage Liability Insurance shall provide X, C and U coverage, as applicable.
  - (e) Broad Form Property Damage Coverage shall include Completed Operations.
- .3 Contractual Liability:
  - (a) Bodily Injury: \$500,000
  - (b) Property Damage: \$500,000
- .4 Personal Injury, with Employment Exclusion deleted:
  - (a) Bodily Injury: \$500,000
  - (b) Property Damage: \$500,000
- .5 Business Auto Liability (including owned, non-owned and hired vehicles):
  - (a) Bodily Injury
    - Each Person: \$500,000
    - Each Occurrence: \$500,000
  - (b) Property Damage
    - Each Occurrence: \$500,000
- .6 If the General Liability coverages are provided by a Commercial Liability policy, the:
  - (a) General Aggregate shall be not less than \$1,000,000 and it shall apply, in total, to this Project only.
  - (b) Fire Damage Limit shall be not less than \$50,000 on any one Fire.
  - (c) Medical Expense Limit shall be not less than \$5,000 on any one person.
- .7 Umbrella Excess Liability: Comprehensive Catastrophic Liability (Umbrella) may take the place of part of the limits required above if same coverage is provided.

**11.1.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 10 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on Commercial General Liability policy form, ACORD Certificate of Insurance 25S form accompanied with completed AIA Document G715, Supplemental Attachment for ACORD Certificate of Insurance 25-S will be acceptable.

**11.1.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect Engineer and the Architect Engineer's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Architect Engineer, Engineer, and their respective Consultants are responsible for their own Professional Liability coverage.

**11.1.1.5 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**11.1.1.6 PROPERTY INSURANCE (Builder's Risk)**

**11.1.1.6.1** Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, until Project has been accepted by Owner as complete or until the Contractor's interest in the Project ceases, whichever occurs first. Unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.1.1.6 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**11.1.1.6.2** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect Engineer's and Contractor's services and expenses required as a result of such insured loss.

**11.1.1.6.3** If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles, except to the extent that the loss is caused by the negligence or fault of Contractor.

**11.1.1.6.4** The Contractor shall provide and maintain insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit. Contractor's obligation to provide property insurance for temporary facilities as provided herein does not apply to temporary facilities provided by the Owner.



**11.1.1.6.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**11.1.1.7 BOILER AND MACHINERY INSURANCE**

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**ADD NEW SECTION 11.6**

**11.6 PERFORMANCE AND PAYMENT BOND**

**11.6.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall furnish bonds covering faithful performance of the Contract and/or payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source, subject to Owner's approval, such approval not to be unreasonably withheld, and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. Contractor shall use only AIA Document A312 Performance Bond and Labor and Materials Payment Bond. Bonds shall be specifically endorsed as required for conformance with statutes in state in which project is located and shall be valid for not less than time periods covered by state statutes or in A312, whichever is greater.

**11.6.2** The Contractor shall deliver the required bonds to the Owner not later than ten days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

**11.6.3** The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**11.6.4** Bonds shall be in conformance with applicable law and issued by a Surety and countersigned by an agent who is authorized to do business in the State of Arkansas and against whom the Owner has no reasonable objection. Bonds shall be endorsed as required to comply with applicable law and copies filed with the Circuit Clerk in the county in which project is located in conformance with applicable law and submit to the Architect Engineer or Owner.

**11.6.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**13.8 Add the following Paragraph to Article 13:**

**13.8. Equal Opportunity**

**13.8.1** The Contractor shall maintain policies of employment as follows:

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

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

**13.9** Add the following Paragraph 13.9 to Article 13:

**13.9 TECHNICAL SPECIFICATIONS DIVISIONS**

**13.9.1** These Specifications are separated into various sections. This Division, however, shall not be construed to imply that Architect shall act as the arbiter to establish subcontract and jurisdiction limits between Contractor and Subcontractor and crafts. Subcontractors shall familiarize themselves with the entire Specifications and include work coming under their particular division heading or called for elsewhere in the Specifications.

The work under each respective heading in the following specifications is subject to the General Conditions of the Specifications and Contract, and Contractors and Subcontractors will be held responsible for and be governed by requirements thereunder as though specifically repeated in each case.

Contractors and subcontractors are cautioned to examine all drawings and the complete specifications relating to other branches of work and be governed accordingly. Provide contractors and subcontractors of Other Trades, whose work comes in contact with work under each heading, with shop drawings, and/or other information.

No person shall perform electrical work on this contract without possessing an Arkansas State Master 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. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.

**ADD THE FOLLOWING PARAGRAPH**

**15.3.5**

In the case of any dispute, claim, question, or disagreement arising from or related to the Project or arising out of this Contract, the parties shall first attempt resolution through mutual discussion. Upon written request from either party, the Director of Planning and Capital Construction will convene with the Contractor. After reviewing the facts presented, the Director of Planning and Capital Construction will issue a written opinion to the Contractor regarding the dispute. If the Contractor is not in agreement with the opinion of the Director of Planning and Capital Construction, the Associate Vice Chancellor for Facilities Management will convene a meeting with the Director of Planning and Capital Construction and the Contractor. The Contractor is encouraged to have a representative of its senior management present at this meeting. After reviewing the facts, the Associate Vice Chancellor for Facilities Management, or his or her designee, will issue a written opinion to the Contractor, the and Director of Planning and Capital Construction regarding the dispute, claim, question or disagreement.

Within seven (7) days following receipt of the written opinion of the Associate Vice Chancellor for Facilities Management or designee, typical, the Contractor may, by written notice, invoke the provision hereinafter".

If the parties cannot resolve the dispute, claim, question or disagreement in the foregoing manner, then, as a condition precedent to institution of litigation or a claim in the Arkansas State Claims Commission, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties. A request for mediation shall be in writing and shall be directed to the other party within seven (7) days following receipt of the opinion of the Director of Planning and Capital Construction concerning the dispute, claim, question or disagreement. The parties shall in good faith obtain the services of a mediator with experience in mediating disputes, preferably with experience mediating construction-related disputes.

The parties will provide to the mediator and all other parties copies of essential documentation relevant to the support or defense of the matter being mediated. Mediation shall commence within ten (10) days following selection of the mediator unless such period is extended by

mutual agreement of the parties. The parties shall not be required to engage in mediation for a period greater than three (3) days commencing with the first meeting with the mediator. The parties shall share equally in the administrative costs and fees of such proceedings but shall each be responsible for their expenses otherwise incurred. In no event shall commencement of mediation permit the Contractor to delay or withhold performance of the Work during the mediation proceedings.

**MISCELLANEOUS:**

All laws, rules and regulations shall take precedence over any statements and/or inferences made in the AIA 201-2017 document. Nothing in AIA 201-2017 shall be construed as a waiver of the State's or its entities sovereign immunity."

**END OF SECTION**

"General Decision Number: AR20230171 01/06/2023

Superseded General Decision Number: AR20220171

State: Arkansas

Construction Type: Highway

County: Pulaski County in Arkansas.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUAR2014-043 07/21/2014

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.83 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.94 **	0.00
FENCE ERECTOR.....	\$ 12.69 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 13.25 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 21.75	0.00
IRONWORKER, REINFORCING.....	\$ 14.22 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.36 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.45 **	0.00
LABORER: Common or General.....	\$ 11.36 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.23 **	0.00
LABORER: Pipelayer.....	\$ 14.33 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 15.80 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.27	0.00
OPERATOR: Bobcat/Skid		

Steer/Skid Loader.....	\$ 16.06 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.00 **	0.00
OPERATOR: Bulldozer.....	\$ 18.09	0.00
OPERATOR: Crane.....	\$ 20.63	0.00
OPERATOR: Distributor.....	\$ 14.52 **	0.00
OPERATOR: Drill.....	\$ 14.85 **	0.00
OPERATOR: Grade Checker.....	\$ 16.24	0.00
OPERATOR: Grader/Blade.....	\$ 19.67	0.00
OPERATOR: Hydroseeder.....	\$ 10.79 **	0.00
OPERATOR: Loader.....	\$ 16.00 **	0.00
OPERATOR: Mechanic.....	\$ 21.39	0.00
OPERATOR: Milling Machine.....	\$ 17.52	0.00
OPERATOR: Oiler.....	\$ 18.46	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.17 **	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 16.97	0.00
OPERATOR: Roller.....	\$ 15.54 **	0.00
OPERATOR: Scraper.....	\$ 19.31	0.00
OPERATOR: Screed.....	\$ 15.01 **	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.67 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.95 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.25 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 21.03	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.42	0.00

TRUCK DRIVER: Servicer.....	\$ 15.90 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.73 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 12.50 **	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those



classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

**SECTION 01 1100  
SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Title of Work and type of Contract
- B. Work by Others
- C. Contractor Work Area
- D. Field Engineering

**1.02 RELATED REQUIREMENTS**

- A. Condition of the Contract
- B. Owner – Contractor Agreement
- C. Section – 01 5100 Temporary Facilities

**1.03 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work of this Contract covers Construction of
- B. The Work required for this Project includes, but is not necessarily limited to, clearing and grubbing, excavation and embankment, SB-2 binder and course, ACHM-surface courses, concrete curb and gutter, storm drain lines, and planting.

**1.04 CONTRACT METHOD**

- A. Construct the Work under a single unit price type construction contract consisting of a combination of unit price and lump sum items.

**1.05 WORK BY OTHERS**

- A. Work of the Project which will be executed after completion of Work of this Contract, and which is specifically excluded from this Contract:

**1.06 CONTRACTOR WORK AREA**

- A. General: refer to Document 0700
- B. Contractor shall limit area of construction operations to existing parking lot and areas shown within the limits of clearing as required for Work and to Owner's property approved by Engineer as required for storage and other temporary facilities.
- C. Obtain and pay for use of additional storage or work area not on Owner's property as needed for operations under this Contract.
- D. Sanitary facilities : Refer to Section 01 5100
- E. Temporary job office and sheds: Refer to Section 01 5100

**1.07 FIELD ENGINEERING**

- A. The Engineer will set vertical control points and reference points for staking by the Contractor.
- B. The Contractor shall provide field engineering services: Establish grades, lines, and levels using recognized engineering and surveying practices. Locate and protect control and reference points.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 1839  
PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Maintain at the site for the Owner one record copy of:
  - 1. Specifications, Addenda, Change Orders and other modifications to the Contract.
  - 2. Approved Shop Drawings and Product Data.
  - 3. Field Test records.
- B. Record actual construction on a clean set of Drawings furnished by the Architect/Engineer.

**1.02 RELATED WORK**

- A. Conditions of the Contract.
- B. Section 01 1700 – Closeout Procedures.

**1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store documents apart from documents used for construction. File documents and samples in accordance with Specification format.
- B. Maintain documents in a secure, clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make Documents available at all times for inspection by Architect/Engineer.

**1.04 RECORDING**

- A. Label each document "PROJECT RECORD" in neat large printed letters with felt tip marking pen.
- B. Record information concurrently with construction progress.
  - 1. Do not conceal any work until required information is recorded.
- C. Legibly mark clean set of Drawings to record actual construction.
  - 1. and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Location of
    - a. internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 2. Field changes of dimension and detail.
  - 3. Changes made by Field Order or by Change Order.
  - 4. Details not on original contract drawings.

**1.05 SUBMITTALS**

- A. At Contract closeout, deliver Record Documents to Architect/Engineer for the Owner.

**PART 2 - PRODUCTS NOT USED**

**PART 3 - EXECUTION NOT USED**

**END OF SECTION**

**SECTION 01 2000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL V.20**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

**1.02 SCHEDULE OF VALUES**

- A. Use Schedule of Values Form: AIA G-702 Application and Certificate for Payment.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and three hard-copies of each Application for Payment.

**1.04 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 15 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
- E. Substantiation of Costs: Provide full information required for evaluation.
  - 1. Provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- I. Promptly enter changes in Project Record Documents.

#### **1.05 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 7000.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

#### **END OF SECTION**

**SECTION 01 3000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL V.20**

**1.01 SECTION INCLUDES**

- A. Electronic document submittals.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Change Order requirements.
- G. Contractor Liability requirements.
- H. Coordination drawings.
- I. Submittals for review, information, and project closeout.
- J. Number of copies of submittals.
- K. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Document 00 7200 - General Conditions: Dates for applications for payment.
- B. Document 00 7300 - Supplementary Conditions: Duties of the Construction Manager.
- C. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- D. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 01 7800 - Closeout Submittals: Project record documents.

**1.03 PROJECT COORDINATION**

- A. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for construction & delivery access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- F. Make the following types of submittals to Architect:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Manufacturer's instructions and field reports.
  - 6. Applications for payment and change order requests.
  - 7. Progress schedules.
  - 8. Coordination drawings.
  - 9. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**



### **3.01 ELECTRONIC DOCUMENT SUBMITTALS**

- A. Any documents transmitted for purposes of administration of the contract will be in electronic (PDF) format and transmitted via an Internet-based e-mail service.
  - 1. In addition to submittals for review, information, and closeout, this procedure will apply to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, proposal requests, change orders), applications for payment, field reports and meeting minutes, and any other document the Contractor or Architect wish to make part of the project electronic record.
  - 2. Contractor and Architect will use conventional e-mail for this service, subject to the limitations of the service provider (file size).
  - 3. It is the Contractor's responsibility to submit documents in PDF format via file attachment to e-mail directed to WER Architects. Addressee will be determined at the pre-construction conference. Documents shall be reviewed and stamped by the contractor prior to submission. PDF documents without contractors stamp, signature and/or initials, & date will not be reviewed. Each scan or PDF copy, especially large format documents or drawings, shall be individually stamped, if transmitted as individual files. Assembled documents in a single file need only be stamped once.
  - 4. Subcontractors, suppliers, and Architect's consultants are required to use the e-mail transmission of review documents, and provide copies directed to the Architect and Contractor.
  - 5. Users of the electronic document submission process shall provide an email address and Internet access. PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), is encouraged, unless scan to PDF file capability is provided by the document generator / provider.
  - 6. Paper documents & transmittals of electronic submissions will not be reviewed; emailed PDF documents without transmittal letters / forms from the contractor will not be reviewed.
  - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to physical samples or color selection charts.
- B. Cost: The cost of the electronic document submittal(s) is to be paid by Contractor; include the cost of the submittals in the contract sum.
- C. Project Closeout: Architect will determine which project electronic document files shall be archived for the Owner. The contractor shall provide these documents electronically and physical components as part of the close out document submission.

### **3.02 PRECONSTRUCTION MEETING**

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Distribution of Contract Documents.
  - 2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 3. Designation of personnel representing the parties to Contract, the Owner and <1|A/E|>.
  - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 5. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 SITE MOBILIZATION MEETING**

- A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's Superintendent.
  - 5. Major Subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements .
  - 3. Construction facilities and controls provided by Owner.
  - 4. Temporary utilities provided by Owner.
  - 5. Security and housekeeping procedures.
  - 6. Schedules.
  - 7. Application for payment procedures.
  - 8. Procedures for testing.
  - 9. Procedures for maintaining record documents.
  - 10. Requirements for start-up of equipment.
  - 11. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

#### **3.04 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Maintenance of progress schedule.
  - 7. Corrective measures to regain projected schedules.
  - 8. Planned progress during succeeding work period.
  - 9. Maintenance of quality and work standards.
  - 10. Effect of proposed changes on progress schedule and coordination.
  - 11. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

#### **3.05 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.

- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.06 COORDINATION DRAWINGS**

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

### **3.07 DIGITAL DOCUMENT FILES AND RELEASES**

- A. BIM Models: Projects are created by Architect using Building Information Modelling software and not all projects will have these files available for Contractor's use. Contact Architect for specific availability and cost.
- B. AutoCAD files: Do not exist for architectural plans. Architect has capability to generate AutoCAD files that resemble the sheets as seen in the Construction Documents as well as generate entire floor plans of the building. This service can be provided at a cost to the Contractor per sheet/floor plan desired. See end of section for Digital Release form.
- C. Portable Digital Format (PDF): PDF of issued drawings can be provided to Contractor at no cost. Contact Architect for availability.
- D. Other documents: Contractor will have to directly contact consultants for trade specific files, such as AutoCAD files for topographical layout, etc.

### **3.08 REQUESTS FOR CHANGE ORDERS**

- A. In order to facilitate checking of quotations for extras or credits, all proposals, except for those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.

### **3.09 CONTRACTOR LIABILITY REQUIREMENTS**

- A. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect Engineer and the Architect Engineer's consultants as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Architect / Engineer, Engineer, and their respective Consultants are responsible for their own Professional Liability coverage.

### **3.10 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
  - 5. Delegated Design Deferred submittals.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

### **3.11 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.

4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

### **3.12 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

### **3.13 NUMBER OF COPIES OF SUBMITTALS**

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Information: Submit one electronic copy.
- C. Documents for Project Closeout: Make electronic reproductions of submittal files originally reviewed. Include electronic files of any submittals for information. All hard copies of Operational Manuals included with products and equipment should be collected and retained for close out documentation.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates required for jobsite use & verification.
  2. Retained samples will not be returned to Contractor unless specifically so stated. Digital documentation of approved samples will be provided.

### **3.14 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with approved form and Contractors transmittal form. Transmittal shall be numbered sequentially and revised submittals should include original number and a sequential alphabetic suffix. Transmittal shall include list of each specification section or sections that are included in the submittal contents. Send transmitted submittal as one complete PDF; multiple files will not be reviewed and will need to be reassembled by Contractor.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Deliver physical submittals to Architect at business address. In some instances, larger physical samples can be coordinated to be delivered to the construction site, typically for use in a mock-up.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items. Transmit higher priority submittals first and provide date for anticipated return of submittal.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. When large quantities of submittals are transmitted in a short time frame, review time may take longer. Mark high priority submittals on transmittal to notify / assist in an expedited review.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work. Any proposed change or deviation from Contract Document plans or specifications must be clearly noted and easily identifiable on the submittal. Any change must be identified and specifically requesting

approval of proposed deviation by Architect or Engineer of Record. Failure to follow this requirement results in submitted deviation bearing the complete responsibility of the contractor.

- H. Provide space for Contractor and Architect review stamps. Submittals must be reviewed and stamped by Contractor, unstamped submittals will not be reviewed and will be returned.
- I. Submittals to be as complete, comprehensive and accurate as possible. Include all components requested to be reviewed in Submittal section 1.03 of the specifications. Do not split up a single specification section into multiple submittals (ie product data, samples, shop drawings, etc.). Avoid grouping unrelated specification sections together in a submittal.
- J. Each submittal will only be reviewed two times; once for original review and then a second time for a potential revised submittal. Any further additional reviews must include General Contractor's explanation for their inability to conform with requirements. Additional reviews beyond aforementioned may have costs associated to complete additional reviews.
- K. When revised for resubmission, identify all changes made since previous submission. Cloud all changes and revised details / notes. Address all comments and/or questions posed in previous submission; lack of addressing all previous review comments are grounds for rejection of submittal. Include previous reviewed submittal pages after the last page of the new submittal information.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.

### 3.15 AUTOCAD RELEASE FORM

- A. At your request, Witsell Evans Rasco, P.A. (WER) will provide electronic files for your convenience and use in the preparation of a bid or shop drawings related to Project: \_\_\_\_\_ subject to the following terms and conditions.
- B. WER's electronic files are compatible with AutoCad as a dwg. file. WER makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.
- C. Data contained on these electronic files is part of WER's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of bids or shop drawings for the referenced project. Any other use or reuse by you or by others, will be at your sole risk and without liability or legal exposure to WER. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WER, its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files.
- D. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless WER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.
- E. **These electronic files are not contract documents.** Differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. WER makes no presentation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed contract documents prepared by WER and electronic files, the signed contract documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitations, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.
- F. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, WER reserves the right to remove all indications of its ownership and/or involvement from each electronic display.
- G. WER will furnish you electronic files at a cost of **\$150.00** per building floor or sheet, for the following:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- A service fee of \$ ( \_\_\_\_\_ ) shall be remitted to WER prior to delivery of the electronic files.
- H. Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by WER and WER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WER be liable for any loss of profit or any consequential damages.

**SIGNED:**

\_\_\_\_\_  
**WITSELL EVANS, RASCO PA CONTRACTOR NAME / TITLE**

\_\_\_\_\_  
**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**ADDRESS / PHONE NUMBER**

**END OF SECTION**

**SECTION 01 3216  
CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 GENERAL V.20**

**1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

**1.02 SUBMITTALS**

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. Within 10 days after joint review, submit complete schedule.

**1.03 QUALITY ASSURANCE**

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

**1.04 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches. Provide electronic file(s) in PDF format.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

**3.02 CONTENT**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Provide sub-schedules to define critical portions of the entire schedule.
- D. Include conferences and meetings in schedule.
- E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- G. Indicate delivery dates for owner-furnished products.
- H. Provide legend for symbols and abbreviations used.

**3.03 BAR CHARTS**

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

**3.04 REVIEW AND EVALUATION OF SCHEDULE**

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

**3.05 UPDATING SCHEDULE**



- A. Maintain schedules to record actual start and finish dates of completed activities. Revised schedules should show original baseline start and finish dates for activities in comparison with actual work started and completed.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

### **3.06 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

**END OF SECTION**

## **SECTION 01 3300 SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS**

- A. Submit Progress Schedule, shop Drawings, Product Data, Samples and Manufactures' Certificates required by the Contract Documents.

#### **1.02 RELATED REQUIREMENTS**

- A. Definitions and additional responsibilities of parties: General Conditions.
- B. Manufactures' instructions and Contractor's list of Products: Section 01 600 – Material and Equipments.
- C. Closeout submittals: Section 01 7000 – Contract Closeout and Section 01 7839 – Project Record Drawings.
- D. Submittal requirements for specific work: The respective specification sections.

#### **1.03 PROCEDURES**

- A. Deliver submittals to Engineer at address listed on title page of Project Manual.
- B. Identify Project, Contractor, subcontractors, major supplier; identify pertinent Drawings sheet and detail number, and Specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Engineer review stamps.
- C. Submit initial progress schedules in duplicate within 30 days after award of Contract. After review by Engineer revise and resubmit as required. Submit revised schedules with each Application for payment, reflecting changes since previous submittal.
- D. Coordinate submittal of related items.
- E. Submittals shall contain the Contractor's signature or stamp confirming his review of the submittal, verification of products, field measurements and construction criteria, and coordination of the information within the submittal with requirements of the Work and of the Contract Documents.
- F. After Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- G. Instruct recipients to promptly report any inability to comply with provisions.

#### **1.04 CONSTRUCTION PROGRESS SCHEDULES**

- A. Submit horizontal bar chart with separate bar for each major trade or operation, identifying first workday of each week.
- B. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentage of completion for each item of work as of time of each progress Application for Payment.
- C. Show submittal dates required for Shop Drawings, Product Data, and Samples, and Product delivery dates, including those furnished by Owner and those under Allowances.

#### **1.05 SHOP DRAWINGS**

- A. Present drawings in a clear and thorough manner, showing pertinent dimensions and identifying details by reference to sheet and detail, and schedules or room numbers shown on the Drawings.
- B. Submit the number of opaque reproductions which Contractor, subcontractor, and supplier require plus two copies for the Engineer. For structural, mechanical, or electrical products and processes, submit one extra copy.
- C. Do not submit reproduced copies of Contract Drawings for Shop Drawings.

#### **1.06 PRODUCT DATA**

- A. Preparation:

UALROE16.14

UA Little Rock Coleman Creek  
Trail

01 3300 - 1

SUBMITTALS

05/24/2023

1. Clearly mark each copy to identify pertinent products or models.
  2. Show performance characteristics and capacities.
  3. Show dimensions and clearances required.
  4. Show wiring or piping diagrams and controls.
  5. Include special installation instructions.
- B. Manufacturer's standard schematic drawings and diagrams:
1. Modify drawings and diagrams to show information unique to the Work and delete information which is not applicable to the Work.
- C. Submit the number of copies which the Contractor, subcontractor, and supplier require plus two copies for the Engineer. For structural, mechanical, and electrical products, submit one extra copy.

#### **1.07 SAMPLES**

- A. Identify each sample, giving full information.
- B. Submit samples of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of the product, with integrally related parts and attachment devices.
  2. Full range color, texture, and pattern.
  3. Workmanship when applicable.
- C. Field samples and mock-ups:
1. Erect at the project site at a location acceptable to the Engineer.
  2. Size of area: that specified in the respective specification section.
  3. Fabricate each sample and mock-up complete and finished.
  4. Remove mock-ups at conclusion of the Work or when acceptable to the Engineer.
- D. Submit the quantity specified in respective Specification section; one will be retained by Engineer. Reviewed Samples which may be used in the Work are indicated in the Specifications section.

#### **1.08 MANUFACTURERS' CERTIFICATES**

- A. Submit certificates, in duplicate, in accordance with requirements of each Specification Section.

#### **1.09 NOTIFICATIONS**

- A. Notify the Engineer in Writing, at the time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- B. Notify the Engineer in writing, at the time of resubmission, of changes made on the resubmittals other than those previously requested by the Engineer.

#### **PART 2 - PRODUCTS NOT USED**

#### **PART 3 - EXECUTION NOT USED**

**END OF SECTION**

**SECTION 01 4529  
TESTING LABORATORY SERVICES**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. The contractor will employ and pay for the services of an independent testing laboratory to perform specified testing, except where designated otherwise in the Specification Sections.
- B. Testing laboratory services are required for, but are not necessarily limited to, the following:
  - 1. Soil testing and compaction control.
  - 2. Cast-in-place concrete: Curing and testing of molded cylinders.
  - 3. Asphaltic concrete paving:
    - a. Density and moisture content of base course.
    - b. Density of compacted paving.

**1.02 RELATED WORK**

- A. Related requirements in other parts of the Project Manual:
  - 1. Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities: General Conditions of Contract.
- B. Related requirements specified in other sections:
  - 1. Certification of products: The respective sections of Specifications.
  - 2. Test, adjust and balance of equipment: The respective sections of Specifications.
  - 3. Laboratory tests required, and standards for testing: Each specification section listed.

**1.03 QUALITY ASSURANCE**

- A. The testing laboratory employed by the Contractor will meet "Recommended Requirements for Independent Laboratory Qualification" published by the American Council of Independent laboratories.
- B. In its work on this project, the testing laboratory will be required to meet the basic requirements of ASTM E 329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction".

**1.04 SUBMITTALS**

- A. Submit written report of each test and inspection to the following:
  - 1. Architect/Engineer
  - 2. Contractor
  - 3. Project Record file at job site.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

**3.01 DUTIES OF TESTING LABORATORY**

- A. Cooperate with Architect/Engineer and Contractor; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and method of construction:
  - 1. Comply with specified standards.
  - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify Architect/Engineer and Contractor of observed irregularities or deficiencies of work or products.
- D. Promptly submit copies of the written report of each test and inspection as required in Article
  - 1. above.

**3.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY**

- A. The testing laboratory is not authorized to:
  - 1. Release, revoke, alter, or enlarge on the requirements of the Contract Documents.
  - 2. Approve or accept any portion of the Work.
  - 3. Perform any duties of the Contractor.

a. **CONTRACTOR'S RESPONSIBILITIES**

- B. Cooperate with laboratory personnel and provide access to the Work and to Manufacturer's Operations.
- C. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- D. Provide to the laboratory the proposed design mix to be used for concrete and other material mixes which require control by the testing laboratory.
- E. Furnish copies of Products test reports as required.
- F. Furnish incidental labor and facilities:
  - 1. To provide access to the Work to be tested.
  - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test specimens.
- G. Notify the laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- H. Provide all required time within the construction schedule for the testing laboratory to perform its tests and to issue each of its findings.
- I. Provide at the site three extra standard test cylinder molds for emergency use.

**END OF SECTION**

**SECTION 01 5100  
TEMPORARY FACILITIES**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Water
- B. Sanitary Facilities
- C. Contractor's Field Office and Sheds
- D. Barriers
- E. Protection of Installed Work
- F. Water Control
- G. Cleaning During Construction

**1.02 RELATED WORK**

- A. Condition of the Contract
- B. Section – 01 1100 Summary of Work

**1.03 WATER**

- A. Provide service required for construction operations. Extend branch piping with outlets located so that water is available by use of hoses. Protect piping and fittings against freezing.

**1.04 SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures.

**1.05 CONTRACTOR'S FIELD OFFICES AND SHED**

- A. Provide and maintain temporary job office and storage sheds as required by Contractor.

**1.06 BARRIERS**

- A. Provide barriers as required to prevent public vehicular entry to construction areas to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

**1.07 PROTECTION OF INSTALLED WORK**

- A. Provide temporary protection for partially completed work. Control vehicular traffic in areas not approved for use.
- B. Prohibit vehicular traffic on seeded slopes.

**1.08 WATER CONTROL**

- A. Grade construction area to drain. Maintain excavations free of water. Provide and operate pumping equipment. Refer to Section 31 2216 and 33 0516.

**1.09 CLEANING DURING CONSTRUCTION**

- A. Control accumulation of waste materials and rubbish; periodically dispose of off- site.

**1.10 SUBMITTALS**

- A. See Related Work

**1.11 REMOVAL**

- A. Remove temporary material, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities. Remove underground installations to a depth of 2 feet; grade site as indicated. Restore existing facilities used during construction to specified, or to original condition.

**PART 2 - PRODUCTS - NOT USED**  
**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 6000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL V.20**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, warranties and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made of wood from newly cut old growth timber.
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
  - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
  - 4. Have longer documented life span under normal use.



5. Result in less construction waste. See Section 01 7419
6. Are made of recycled materials.
7. Are Cradle-to-Cradle Certified.
8. Have a published GreenScreen Chemical Hazard Analysis.

D. Provide interchangeable components of the same manufacture for components being replaced.

## **2.03 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **2.04 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## **2.05 WARRANTY**

- A. For all products, where no specific extended warranty period has been identified, provide no less than manufacturer's standard warranty for product line for quality grade specified.

# **PART 3 EXECUTION**

## **3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 01 2500 - Substitution Procedures.

## **3.02 OWNER-SUPPLIED PRODUCTS**

- A. Owner's Responsibilities:
  1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  2. Arrange and pay for product delivery to site.
  3. On delivery, inspect products jointly with Contractor.
  4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
  1. Review Owner reviewed shop drawings, product data, and samples. Notify Owner and Architect immediately if supplied product affects installed final work.
  2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  3. Handle, store, install and finish products.
  4. Repair or replace items damaged after receipt.

## **3.03 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

#### **3.04 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

## SUBSTITUTION REQUEST FORM

Mail To:

Development Consultants, Inc.  
2200 N. Rodney Parham, Suite 2  
Little Rock, AR 72212  
Telephone: (501) 221-7880

**SECTION    PARAGRAPH    SPECIFIED ITEM:** \_\_\_\_\_

**PROPOSED SUBSTITUTE:** \_\_\_\_\_

Attach complete description, designation, catalog or model number, spec data sheet, and other technical data, including laboratory tests if applicable.

Fill In Blanks Below:

Will substitution affect dimensions indicated on drawings?

\_\_\_\_\_

Will substitution affect wiring, piping, ductwork, etc., indicated on drawings?

\_\_\_\_\_

Will substitution affect compliance with LEED requirements? \_\_\_\_\_

What affect will substitution have on other trades? \_\_\_\_\_

\_\_\_\_\_

Differences between proposed substitution and specified item? \_\_\_\_\_

\_\_\_\_\_

If necessary, will the undersigned pay for Architect's cost, required to revise working drawings, caused by substitution? \_\_\_\_\_

Manufacturer's warranties of specified items and proposed items are:

☐ Same   ☐ Different (explain) \_\_\_\_\_

### REVIEW COMMENTS

☐ Approved

☐ Approved as Noted    (see attached copy)

☐ Not Approved

☐ Received Too Late

Remarks: \_\_\_\_\_

Submitted By:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**END OF SECTION**

**SECTION 01 7700  
CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Project Record Documents.
- D. Warranties and Bonds.

**1.02 RELATED REQUIREMENTS**

- A. Conditions of the Contract.
- B. Owner-Contractor Agreement.
- C. Section 01 1100 – Summary of Work
- D. Section 01 5110 – Temporary Facilities.
- E. Section 01 1839 – Project Record Documents

**1.03 CLOSEOUT PROCEDURES**

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion, except:
  - 1. When the Architect/Engineer determines that all or a designated portion of the Work is ready for substantial completeness inspection as represented by the Contractor, electrical contractor, and the owner, if Owner so desires.
  - 2. When it is determined from the results of the group inspection that the Work or designated portion thereof is substantially complete, the Architect will process a Certificate of Substantial Completion.
- B. When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
- C. In addition to submittals required by the Conditions of the contract, provide submittals required by governing authorities, and submit a final statement of
  - 1. accounting giving adjusted final quantities, total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Architect/Engineer will issue a final change order reflecting approved adjustments to Contract Sum not previously made by Change Order.

**1.04 FINAL CLEANING**

- A. Execute prior to final inspection.

**1.05 PROJECT RECORD DOCUMENTS**

- A. Refer to Section 01 1839
- B. Store documents separate from those used for construction.
- C. Keep documents current; do not permanently conceal any work until required information has been recorded.
- D. At Contract closeout, submit documents with transmittal letter containing dates, Project title, Contractor's name and address, list of documents, and signature of Contractor.

**1.06 WARRANTIES AND BONDS**

- A. Submit proof of compliance with requirements of governing agencies.

**1.07 SUBMITTALS**

- A. See Related Work

**PART 2 - PRODUCTS - NOT USED**  
**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 7800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL V.20**

**1.01 SECTION INCLUDES**

- A. Project Completion Documents.
- B. Project Record Documents.
- C. Operation and Maintenance Manuals.
- D. Warranties and bonds.

**1.02 SUBMITTALS**

- A. Close Out Document Manuals: All information to be scanned to digital format and submitted to Architect. Retain all hard copies for one complete set for the Owner. Submit complete sets of the following:
  - 1. Project Completion Documents:
  - 2. Project Record Documents:
  - 3. Operation and Maintenance Manuals:
- B. Final Application for Payment: Submit fully executed

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT COMPLETION DOCUMENTS**

- A. Project Directory: Include list of all Contractors, Owner, Architects, Engineers, Subcontractor and prime material suppliers. List to include trade involved, primary contact name, phone number, mailing address and email address.
- B. Waiver of Liens: Provide for all trades and prime material suppliers.
- C. Warranties: Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment. Warranty begins on the date of acceptance
  - 1. Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment.
  - 2. Warranties begin on the Date of Substantial Completion, unless delayed or specifically excluded.
  - 3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, the listing date of acceptance is the beginning of the warranty period.
  - 4. Verify that documents are in proper form, contain full information, and are notarized.
  - 5. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- D. Certificate of Substantial Completion: Provide fully executed form with punch list attached.
- E. Contractor's Punch List: Provide completed list of items requiring completion or correction. Include any attachments for revisions provided by Architect and/or Engineer. Punch list should be noted that all items were corrected and completed with trade responsible identified.
- F. Certificate of Occupancy: Provide form as issued for authority having jurisdiction.
- G. Consent of Surety: Provide fully executed surety letter when project has associated bonds provided by contractor.

**3.02 PROJECT RECORD DOCUMENTS**

- A. Record Drawings : Legibly mark construction drawings with each item to record actual construction including the following:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract drawings.
  6. Changes made by Addenda and Change Orders.
  7. Record information concurrent with construction progress.
- B. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by Addenda, Change Orders and other modifications.
- C. Addenda: Insure all addenda items have been included and posted to record documents.
- D. Change Orders: Include all executed Change Orders, Allowance purchases and other modifications to the contract.
- E. Submittals, Shop Drawings, Product Data and Samples:
1. Shop Drawings: Include records of manufacturer's instruction for assembly, installation and adjusting.
  2. Product Data: Include list of all products and model number provided.
  3. Samples: Include material samples of all selected interior finishes. Samples to include label indicating manufacturer, product model number, color, finish and other identifying elements. Full color photographs are acceptable for larger samples.
- F. Test Reports and Special Inspections:
- G. Maintain on site a complete set of record documents; record actual revisions to the Work:
- H. Ensure entries are complete and accurate, enabling future reference by Owner.
- I. Store record documents separate from documents used for construction.
- J. Record information concurrent with construction progress.

### **3.03 OPERATION AND MAINTENANCE MANUAL GENERAL**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.04 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  1. Product data, with catalog number, size, composition, and color and texture designations.
  2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.05 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. Provide schedule of all equipment that require instruction on operation and/or continual maintenance. Coordinate instruction for all equipment with Owner and/or Owner's

Representative and record name and contact information of all in attendance. Video recording of instructions provided is recommended.

- B. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Additional Requirements: As specified in individual product specification sections.

### **3.06 CLOSE OUT DOCUMENT MANUALS**

- A. Provide all Close Out information in digital format, saved in PDF files, and neatly organized for ease of navigation. Arrange by Specification Sections as Table of Contents. Architect can provide file format for use as needed.
- B. Where paper documents are provided by manufacturers, scan into records and combine and include into Hard Copy Close Out Documents.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under specification section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. Operating instructions.
  - 2. Maintenance instructions for equipment and systems.
  - 3. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.



4. Air and water balance reports.
  5. Certificates.
  6. Photocopies of warranties and bonds.
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
  - K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect , Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
  - L. Arrange digital PDF copies of documents in similar fashion using file folders. Name file type with simple explanation of contents using shortest file names type possible. Provide digital files on flash USB drives.
  - M. Provide owner training videos saved electronically and transmitted in USB drives. Provide sign-in sheets for all attendees for Owner Training sessions and include in closeouts.

**END OF SECTION**

**SECTION 02 0630  
SCHEDULE FOR SUBSURFACE INVESTIGATION**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Surface reconnaissance and evaluation of existing site conditions.
- B. Sub-surface evaluation by contractor's chosen method of investigation.

**1.02 RELATED WORK**

- A. Section 01 0000 - General Condition.
- B. Section 01 2636 - Supplementary Conditions.

**PART 2 GENERAL**

**2.01 EXECUTION**

- A. The Contractor is responsible for having a thorough knowledge of all existing site conditions, Drawings, Specifications, General and Supplementary Conditions, and other Contract Documents. Failure to acquaint himself with this knowledge does not relieve him of the responsibility for performing his work in a manner acceptable to the Owner. No additional compensation will be allowed because of conditions that occur due to failure by the Contractor to familiarize himself and all workers with this knowledge.
- B. Protection of Existing Trees and Vegetation:
  - 1. Protect existing trees and other vegetation, indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
  - 2. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
  - 3. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in manner acceptable to the Architect/Engineer. Employ qualified tree surgeon to repair damage to trees and shrubs.

**END OF SECTION**

**SECTION 02 4113  
SELECTIVE SITE DEMOLITION**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Selective demolition work, complete, as indicated, specified, and required for new work, including removal and disposal of demolished materials.
- B. Removal, protection, and storage of items designated to be reused.
- C. Removal, protection, and delivery of items designated as Owner's salvage to location as directed by Owner.

**1.02 RELATED WORK**

- A. Not in this Phase

**1.03 SUBMITTALS: COMPLY WITH SECTION 01 3000**

- A. Before commencing selective demolition work, submit for review and approval of the Architect, a schedule showing the commencement, order, and completion dates for the various parts of this work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise protection.
- B. Before starting any work relating to existing utilities that will temporarily discontinue service to adjacent buildings, notify the Architect / Owner 72 hours in advance and obtain approval before proceeding with work. Do not disconnect or disrupt service without Architect's prior approval.

**1.04 PROJECT CONDITIONS:**

- A. Condition of Structure: Owner assumes no responsibility for actual condition of items or portions of structures to be demolished.
- B. Salvageable Items:
  - 1. Salvage items indicated. Store at location as directed by Owner.
  - 2. Items indicated to be removed, and not designated for Owner's salvage or for reuse, may be salvaged by the Contractor. Transport salvaged items from site as they are removed. Storage or sale of removed items on site will not be permitted.
- C. Protections:
  - 1. Provide protective measures as required to protect personnel and general public from injury due to selective demolition work.
  - 2. Provide adequate fire protection in accordance with local Fire Department requirements.
- D. Damages: Promptly repair, to the satisfaction of the Architect, damages caused to contents by demolition work or due to insufficiency of protection provided, at no cost to Owner. Replace damaged work, as directed by the Architect, if not satisfactory.
- E. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- F. Explosives: Use of explosives will not be permitted.
- G. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practicable level. Comply with governing regulations pertaining to environmental protection.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 DEMOLITION**

- A. Refer to drawings and provide selective demolition as indicated and as required for new work.
- B. Proceed in a systematic manner. Use such methods as required to complete work in accordance with demolition schedule and governing regulations.

- C. Demolish concrete in small sections. Cut concrete at junctures with construction to remain using power-driven masonry saw or hand tools: do not use power driven impact tools.

### **3.02 DISPOSAL OF DEMLOISHED MATERIAL**

- A. Remove debris, rubbish, and other materials resulting from demolition operations as the work progresses. Transport and legally dispose of materials off site. Burning of debris will not be permitted on site.

### **3.03 CLEAN UP AND REPAIR**

- A. Upon completion of selective demolition work, remove tools, equipment and demolished materials from site. Remove protections.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair construction or surfaces soiled or damaged by selective demolition work.

**END OF SECTION**

**SECTION 10 1453  
TRAFFIC SIGNAGE**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Provide stop signs.

**1.02 DELIVERY, STORAGE, AND HANDLING**

- A. Do not deliver materials to the site until the areas in which they are to be installed are ready to receive them, unless the materials can be stored in an enclosed covered area on the site.
- B. Deliver materials to the site in protective coverings designed to protect their furnishings.
- C. Protect materials before, during and after installation, and in the event of damage, make all repairs and replacements necessary at no additional cost to the Owner.

**1.03 SUBMITTALS**

- A. See Related Work

**PART 2 PRODUCTS**

**2.01 SIGN**

- A. See drawings

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Fasten signs securely to posts with corrosion resistant steel bolts, washers, and nuts.
- B. Drive posts in ground or set in concrete foundation as necessary to hold sign in proper and permanent position to resist swaying in the wind and displacement by vandalism.
- C. Mount bottom of stop sign 7 feet above finished grade where adjacent to pedestrian paths

**END OF SECTION**

**SECTION 31 1100  
CLEARING AND GRUBBING**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Clearing and grubbing site and street right-of-way.
- B. Disposing of removed material

**1.02 RELATED WORK**

- A. Section 31 2000 – Earth Moving.

**1.03 SUBMITTALS**

- A. See Related Work

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 SITE PREPARATION & PROTECTION**

- A. Protection of Existing Improvements.
  - 1. Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
  - 2. Protect improvements on adjoining properties.
  - 3. Restore damaged improvements to their original condition, as acceptable to Architect/Engineer or other parties having jurisdiction.
- B. Protection of Existing Trees and Vegetation:
  - 1. Protect existing trees and other vegetation, indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
  - 2. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
  - 3. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in manner acceptable to the Architect/Engineer. Employ qualified tree surgeon/arborist to repair damage to trees and shrubs.

**3.02 SITE CLEARING**

- A. General: clear street right-of-way construction areas of vegetation, improvements, debris, or other obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out and roots.
- B. Removal of Improvements: Remove above-grade and below-grade improvements necessary to permit construction, and other work as indicated.
- C. Abandonment or removal of certain underground pipe or conduits may be shown on mechanical or electrical drawings, and is included under work of this section. Removal of all other abandoned underground piping or conduit interfering with construction is included under this section.

**3.03 DISPOSAL OF WASTE MATERIALS**

- A. Burning is not permitted on Owner's property.
- B. Remove cleared waste materials from Owner's property and dispose of at an off site location secured by the contractor.

**END OF SECTION**

## **SECTION 31 2000 EARTH MOVING**

### **PART 1 GENERAL**

#### **1.01 WORK INCLUDED**

- A. Stripping and stockpiling surface layer of topsoil and organic matter in building and traffic areas and in all cut and fill areas.
- B. Removing and disposing of material unsuitable for use in controlled fill.
- C. Excavating site to required subgrade for controlled fill and grading site to required slopes.
- D. Placing and compacting excavated material and borrow material to required density and at required subgrade and slope for structures, pavement areas, and other controlled fills.

#### **1.02 RELATED WORK**

- A. Section 31 2216 – Fine Grading.
- B. Section 33 4000 – Storm Drainage Utilities

#### **1.03 REFERENCE STANDARDS**

- A. ASTM D422 – Particle Size Analysis of Soils.
- B. ASTM D4318 – Test for Liquid Limit of Soils.
- C. ASTM D4318 – Test for Plastic Limit of Soils.
- D. ASTM D2216 – Method of Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil Aggregate Mixtures.
- E. ASTM D3017 – Moisture Content on Soil Aggregates in Place by Nuclear Methods (Shallow Depth).
- F. ASTM D698 – Standard Test Method for Moisture Density, Relations of Soils, and Soil Aggregate Mixtures Using 5.5 lb Rammer and 12" Drop.
- G. ASTM D1557 – Standard Test Methods for Moisture Density Relations of Soils and Soil Aggregate Using 10 lb. Rammer and 18" Drop.
- H. ASTM D2922 – Density of Soil and Soil Aggregates in Place by Nuclear Method (Shallow Depth).

#### **1.04 SUBMITTALS**

- A. See Related Work

#### **1.05 SITE CONDITIONS**

- A. Establish positive surface drainage during and following clearing and grading activities using proper ditching and sloping methods.
- B. Provide erosion control measures to prevent mud and silt from flowing onto adjacent property.
- C. Erect sheeting, shoring, and bracing as necessary for protection of persons, utilities improvements, and excavations.

### **PART 2 PRODUCTS**

#### **2.01 SUITABLE MATERIALS FOR CONTROLLED FILL**

- A. On site excavated soils:
  - 1. Unified Soils Classification Systems Soils.
    - a. Class SC
    - b. Class GC
    - c. Class CL
  - 2. Soils having Liquid Limit of less than 45, Plasticity Index (PI) of 20 or less.
  - 3. Other soils approved by the Engineer.
- B. Borrow Material:
  - 1. Soils meeting the requirements of sub-paragraph A.1 of this Article.

## **2.02 UNSUITABLE MATERIAL FOR CONTROLLED FILL**

- A. All areas: Organic top soils, soils containing roots, vegetable matter, or trash, and silts (ML) and clays (CH), and cobbles and fractured rock more than 3 inches in greatest dimension.

## **PART 3 EXECUTION**

### **3.01 SUBSURFACE INVESTIGATION**

- A. The Contractor is responsible for having a thorough knowledge of all Drawings, Specifications, General and Supplementary Conditions, existing site conditions, and other Contract Documents. Failure to acquaint himself with this knowledge does not relieve him of the responsibility for performing his work in a manner acceptable to the Owner. No additional compensation will be allowed because of conditions that occur due to failure by the Contractor to familiarize himself and all workers with this knowledge.
- B. Protection of Existing Trees and Vegetation:
  - 1. Protect existing trees and other vegetation, indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bank, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
  - 2. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
  - 3. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in manner acceptable to the Architect/Engineer. Employ qualified tree surgeon to repair damage to trees and shrubs.

### **3.02 PREPARATION**

- A. Complete clearing work, removing visible unsuitable materials from site.
- B. Protect benchmarks, site corner pins and existing street paving from damage by equipment.
- C. Stake the work:
- D. Before starting the excavation, establish location and extent of underground utilities occurring in work area.
- E. Notify utility companies of lines which are in the way of excavation.
- F. Protect existing utility lines to remain which pass through the work area.
- G. Protect utility services uncovered by excavation.
- H. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- I. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

### **3.03 EXCAVATION PROCEDURES**

- A. Excavation General:
  - 1. Strip topsoil in cut and fill areas to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove and dispose of heavy growth of grass and surface debris from areas prior to stripping topsoil.
    - a. Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to main root system.
  - 2. Stockpile topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.
  - 3. Remove soft or spongy material at the exposed sub-grade of cut and fill areas and replace with approved material and compact.



4. Use all suitable excavated material, as far as practicable, in the formation of controlled fills and fill slopes.
5. Keep all excavations dry by pumping or draining water from the Work.
6. In cut areas where fill is not required proof roll the areas with a loaded tandem axle dump truck or similar equipment to aid in identifying soft areas. Remove soft soils and replace with controlled fill. Scarify exposed sub-grade soils to a depth of at least 8 inches, adjust the soil mixture, and recompact to the same density as required for each layer of controlled fill.
7. Grade excavated slopes to a neat, smooth condition with no loose material or scars left on the surface.
8. Dispose of debris, excess topsoil, excess fill material and unsuitable material at an off site location secured by the contractor.

#### **3.04 CONTROLLED FILL**

- A. After excavation and before fill placement, proof roll fill areas with a loaded tandem axle dump truck or similar equipment to aid in identifying soft areas. Remove soft areas and replace with controlled fill.
- B. Scarify cleared surface in fill areas to a depth of at least 8 inches, adjust the soil mixture, and recompact to the same density as required for each layer of controlled fill.
- C. Place fill material in lifts no greater than 8-inch loose-lift uniform thickness and compact to 95% MAX Dry Density as determined by the Modified Proctor Test, ASTM D1557.
  1. Aerate material when too wet by manipulation with suitable equipment before compacting.
  2. Add water when soil is too dry and mix with the material before compacting.
- D. Complete excavation and controlled fill to within 3 inches of finish grade in all landscape and turf areas.

#### **3.05 FIELD QUALITY CONTROL**

- A. One Field density test will be performed per ASTM D3017.

**END OF SECTION**

**SECTION 31 2216  
FINE GRADING**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Stripping and stockpiling surface layer of topsoil and organic matter in all cut and fill areas.
- B. Excavating and grading open drainage ditches.
- C. Placing and compacting excavated material or borrow material to required density and at required subgrade and slope for roadway embankment and other compacted fills.
- D. Removing and disposing of excess excavated material.

**1.02 RELATED WORK**

- A. Section 31 2200 – Earth Moving.
- B. Section 33 4000 – Storm Drainage Utilities

**1.03 SUBMITTALS**

- A. See Related Work

**1.04 SITE CONDITIONS**

- A. Establish positive surface drainage during and following stripping, embankment construction, and roadway grading by proper ditching or slopping.
- B. Provide measures to prevent mud and silt from flowing onto adjacent property.
- C. Erect sheeting, shoring, and branching as necessary for protection of persons, improvements, and excavations.

**PART 2 PRODUCTS**

**2.01 SUITABLE MATERIAL FOR COMPACTED EMBANKMENT**

- A. Select fill consisting of sandy clay, clayey sand or clayey gravel having a liquid limit less than 40.
- B. On-site excavated soils meeting the requirements of Paragraph A above.
- C. Material meeting the requirements of selected material as described in Section 210 of the Arkansas State Highway Department's Standards Specifications for Highway Construction, Edition of 2003.

**2.02 UNSUITABLE MATERIAL FOR COMPACTED EMBANKMENT**

- A. All areas: Organic topsoil's, soils containing roots, vegetable matter, or trash, and cobbles and fractured rock more than 3 inches in greatest dimension.

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. Remove visible unsuitable materials from the site before beginning stripping and site grading operation.
- B. Notify Architect/Engineer when work is ready to be staked.
- C. Notify the geotechnical engineer representing the Owner's selected testing laboratory at least 48 hours before planned time to begin placing embankment material.

**3.02 EXCAVATION PROCEDURES**

- A. Excavation, General:
  - 1. Strip topsoil in cut and fill areas to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove and dispose of heavy growth of grass and surface debris from areas prior to stripping topsoil.
    - a. Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to main root system.

2. Stockpile topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.
  3. Remove soft or spongy material at the exposed sub-grade of cut and fill areas and replace with approved material and compact.
  4. Use all suitable excavated material, as far as practicable, in the formation of controlled fills and fill slopes.
  5. Keep all excavations dry by pumping or draining water from the work site.
  6. Grade excavated slopes to a neat, smooth condition with no loose material or scars left on the surface.
  7. Protect existing asphalt paving and structures designed to remain from drainage by excavation and grading operations.
  8. Dispose of debris, excess topsoil, excess fill material and unsuitable material at an off site location secured by the contractor.
- B. Excavation, roadway:
1. Excavate and grade to within  $\pm 0.1$  foot of required subgrade elevations.
  2. Grade back slopes to the slope shown on the Drawings.
  3. Remove soft or spongy material at the exposed subgrade of cut and fill areas and replace with select material and compact to the same density as required for compacted fill. Identify soft areas by proof rolling with a loaded tandem axle dump truck or similar equipment.
  4. DO not allow subsoil in roadbed area to become saturated. Maintain positive surface drainage during and following excavation, grading, and filling operations.
  5. Where compacted fill is required, scarify stripped surface to a depth of at least 8 inches, adjust the soil moisture, and recompact to the same density as required for each layer of compacted fill.

### 3.03 COMPACTED EMBANKMENT

- A. Start embankment full width of bottom of embankment cross-section and construct to specified grade over full width in uniform layers.
- B. Place fill material in lifts no greater than 8 inch loose-lift uniform thickness and compact to a minimum of 95% of maximum dry density at or near optimum moisture content as determined by the Modified Compaction Procedures, ASTM D1557.
  1. Add Water when soil is too dry and mix the material before compacting.
  2. Aerate material when too wet by manipulation with suitable equipment before compacting.
- C. Do not place next lift until the in-place density and moisture content of the preceding lift has been verified.
- D. Geotechnical engineer will inspect and test soil for suitability for use in embankment and for need to perform additional "Proctors" as soil composition changes during progress of excavation. Do not compact layer of soil that geotechnical engineer has determined to be a "change in soil composition" until it has been determined to be suitable and a "Proctor" has been run.
- E. Coordinate with the geotechnical engineer and provide the necessary assistance to perform the tests. Initial soil testing costs shall be paid for as outlined in the testing specification of the front end documents. Should the tests be unsatisfactory, the Contractor shall be responsible for obtaining and paying for additional tests, which will be performed by an independent laboratory approved by Owner and Engineer.
- F. Maintain stability of compacted embankment. Replace or repair portions which have eroded due to elements or to Contractor negligence.
- G. Grade for slopes and other embankment areas not to be paved, to neat, smooth conditions with no loose material or scars left on surface. Fill and grade slopes to within three inches of finish grade elevations to allow for topsoil, sod and other landscaping.

### 3.04 PROTECTION

- A. As soon as embankment is completed, proceed with riprap work and notify architect/Engineer that slopes are ready for erosion protection by landscaping contractor.

**END OF SECTION**

## **SECTION 31 2316 EXCAVATION**

### **PART 1 GENERAL**

#### **1.01 WORK INCLUDED**

- A. Excavating rock encountered during trenching for utility lines and excavating for manholes by mechanical methods. Blasting is not allowed.
- B. Disposing of excavated rock material.

#### **1.02 SUBMITTALS**

- A. See Related Work

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Definition of rock: All solid rock formation that, in the opinion of the Engineer, cannot be excavated by using power shovels or other power excavators which are of recognized manufacture and design, of adequate size and operated by qualified operators without continuous and systematic blasting, barring or wedging. It shall include boulders or pieces of detached rock exceeding one cubic yard in volume and solid rock formations which are interspersed with strata of clay or other material provided however that the solid rock constitutes at least 75% of the total volume of the particular formation. The conventional heavy-duty excavating equipment may be defined as a Caterpillar D-6 bulldozer with single tooth ripper, a Caterpillar 325 track excavator equipped with a single tooth ripper and rock teeth, or equipment of similar power and capability. Rock excavation volumes should be determined based on in- place measurements via cross sectioning. If excavation is to be unclassified, the contractor must be responsible for assessing rock excavation requirements.

### **PART 3 EXECUTION**

#### **3.01 INSPECTION**

- A. Verify site conditions and note irregularities affecting work of this section.
- B. Beginning work of this section means acceptance of existing condition.

#### **3.02 ROCK EXCAVATION – GENERAL**

- A. Excavate rock encountered in excavating for manholes and trenching for water and sewer lines.
- B. De-watering: Provide temporary adequate de-watering equipment to keep excavations free of standing water during rock excavation.

#### **3.03 ROCK EXCAVATION – MECHANICAL METHOD**

- A. Excavate for and remove rock by the mechanical method.
- B. Cut away rock at excavation bottom to form level bearing.
- C. Remove shaled layers to provide sound and unshattered base for subgrade levels.
- D. Remove Excavated Material from Site.

**END OF SECTION**

**SECTION 31 2500  
EROSION AND SEDIMENTATION CONTROLS**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. This work shall consist of temporary erosion control measures needed to control erosion and water pollution, through the use of berms, sediments basins, sediments dams, slit fences, straw bale dikes, and temporary seeding.
- B. Temporary erosion control measures shall be performed promptly when problems occur or when potential problems are anticipated in certain areas in order to minimize soil erosion. The temporary erosion control measures shall be properly maintained until permanent erosion control features are functioning properly.
- C. The Contractor shall comply with all Federal, State, and Local laws and regulations controlling pollutions of the environments. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuel, oils, bitumens, chemicals, soil sedimentation or other harmful materials and to prevent pollution of the atmosphere from particulate gaseous matter.

**1.02 RELATED WORK**

- A. Section 31 1100 –Clearing and Grubbing
- B. Section 31 2000 – Earth Moving

**1.03 SUBMITTALS**

- A. See Related work

**1.04 QUALITY ASSURANCE**

- A. Prior to start of the construction, the Contractor shall submit, to the Owner and Engineer, his schedule for temporary and permanent erosion control work based on the Engineer's erosion control base plan, as is applicable for clearing & grubbing, grading and trenching. The location of the project, type of soil, topography and proximity to watercourses shall be considered when imposing such limitations.

**PART 2 PRODUCTS**

**2.01 STRAW BALES**

- A. Straw bales shall be wheat straw or other Engineer approved material.

**2.02 FILTER FABRIC**

- A. The filter fabric shall be as indicated on the drawings.

**PART 3 EXECUTION**

**3.01 PERMITTING**

- A. The Contractor shall file the Notice of intent to discharge storm water associated with the planned construction activity in accordance with the State of Arkansas NPSES General Permit ARR10A000 48 hours before starting construction. The Contractor shall develop a Storm Water Pollution Prevention Plan (SWPPP) document for submittal to ADEQ.

**3.02 EROSION CONTROL**

- A. The Contractor shall schedule and conduct his operations in such a manner as to insure good erosion control practices so as to minimize soil erosion and prevent the contamination of and depositing of sediment in adjacent streams or other water courses, lakes, ponds, and other areas of water impoundment. Temporary erosion control measures which will contribute to the control of erosion and sedimentation shall be carried out in conjunction with clearing & grubbing, grading, and trenching operations.
- B. Permanent erosion control devices or measures shall consist of culvert pipe, terraces, gutters, bituminous curb, sectional drains, permanent slope drains, and the establishment of permanent vegetation (seeding), and when included in the contract they shall be incorporated in the

construction with the least delay. Trenched areas shall be seeded as the excavation proceeds to the extent considered necessary by the Engineer as desirable or practicable.

- C. The Contractor shall also conform to the following practices and controls:
  - 1. When the material is trenched, erosion of the slopes shall be controlled both during and after completion of the work, that erosion will be minimized and sediment will not enter streams, wetlands or other bodies of water. Haul roads shall be located and constructed in a manner that will keep sediment from entering streams.
  - 2. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams or impoundments or into natural or man made channels leading thereto. Wash water or waste from concrete mixing operation shall not be allowed to enter live streams.
  - 3. All applicable regulations of agencies and statutes relating to the prevention and abatement of pollution shall be complied within the performance of the contract.
- D. All temporary erosion and sediment control structures shall be constructed in accordance with the Storm Water Pollution Prevention Plan. All temporary structures shall be maintained in proper operating condition during the construction period. The temporary structures shall be removed and the site cleaned up only after the end of the construction activity and the seeding and fertilizing operation has been completed and the grass has been established.
- E. The contractor shall follow the general guidelines for placement of erosion and sediment control as indicated on the Erosion Control Plan as part of his SWPPP. The Contractor shall add any required additional erosion and/or sediment control devices as necessary to control erosion and sediment on the project site. The contractor shall use the Engineer's erosion control plan to comply with the SWPPP and it shall include as a minimum the following items:
  - 1. Time scheduling for the various phases of the work designed to limit the time between the clearing and the temporary seeding and fertilizing to a reasonable period of time.
  - 2. Temporary erosion control measures shall be included in the plan in accordance with the temporary erosion control details as included on the Erosion Control Plan.
  - 3. A time schedule shall be included in the plan detailing when each erosion control structure shown on the plans is to be constructed. Each structure should be constructed as soon as practical after access to the site has been achieved and prior to major grading operations.
  - 4. Temporary erosion control structures shall be maintained to function satisfactorily and all sediment and debris removed and disposed of in a manner acceptable to the Engineer.

### **3.03 INSPECTION**

- A. The Contractor shall appoint a qualified person(s) to conduct regularly scheduled inspections during his contract. Inspections shall be conducted, with a minimum frequency of every seven (7) calendar days or within 24 hours following the end of at least a 0.5 inch (1/2 inch) rainfall event, whichever is earliest. During the inspection, the following areas (as a minimum) will be inspected:
  - 1. Disturbed Areas – All areas of disturbed soil i.e. bare soil with no ground cover shall be inspected for signs of washing and erosion.
  - 2. Material Storage Area – All central storage areas where materials/chemicals are stored for signs of spill, leaks and possible contamination.
  - 3. Erosion and Sediment Control Measures – Inspect all erosion and sediment control measures for signs of wear, damage, remaining capacity level, usefulness, etc.
  - 4. Discharge Locations – Immediately following, and possibly during a significant rainfall event, inspect all discharge locations to ascertain the effectiveness of the control measures.
  - 5. Entrance/Exit Locations – Inspect all exit points from the site for evidence of vehicle tracking.
- B. The inspector shall complete an inspection form for each inspection performed. As a minimum, the inspection form shall contain the following information:
  - 1. Name and location of project.
  - 2. Name and title of the inspector.

3. Date and time of the inspection.
4. Condition of each of the above locations.

#### **3.04 MAINTENANCE OF ROADWAYS**

- A. The existing paved roadways adjacent to the permitted entrance locations shall be maintained in a clean and passable condition by the Contractor. When required or as requested by the Owner of the Engineer, the Contractor shall broom or wash the existing paved roadways to remove excess mud or dirt at the intersection and for a reasonable length of the existing roadway beyond the intersection. The work shall not be paid for directly, but shall be considered incidental to the other items of work and the cost included as a part of the work.

#### **3.05 PAYMENT**

- A. Payment for the work in this section shall be included as part of the lump sum contract.

**END OF SECTION**



**SECTION 31 3714  
HAND PLACED RIPRAP**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Hand placed riprap at location shown on the Drawings.

**1.02 SUBMITTALS**

- A. Submit samples of stone riprap and stone infill for approval by Architect/Engineer.

**1.03 QUALITY ASSURANCE**

- A. Architect/Engineer may require written certification that the stone meets the abrasion resistance requirements as determined by the Los Angeles Machine Test.

**PART 2 PRODUCTS**

**2.01 MATERIAL**

- A. RipRap Stone: Hauled in stone riprap approved by Architect/Engineer.
  - 1. Resistant to action of air and water.
  - 2. Abrasion resistant: not greater than 45% of wear when tested by ASTM C535.
  - 3. Type: Grey granite riprap stone.
  - 4. Weight: Not less than 150 pounds per cubic foot.
  - 5. Size: At least 60 percent by weight shall weigh not less than 75 pounds each, with no dimension less than six inches and at least on dimension less than twelve inches.
- B. Infill stone: Round, unfractured stones sized from 1-inch to 2-inch in greatest dimension; color to blend with the riprap.
- C. Weed Barrier under riprap: Warren's WEED ARREST landscape fabric – 5.2 oz/S.Y., 90 mils thickness, or equal.
- D. Soil anti-germinate under weed barrier: EPTAM, or approved equal.

**PART 3 EXECUTION**

**3.01 PREPARTION**

- A. Shape surfaces to be protected as indicated on the Drawings.
- B. Prevent mixture of embankment or base soil with stone protection.
- C. A trench shall be excavated and shaped to extended fill slopes, if any, to such depth that the top of the riprap toe when placed will be at least 18 inches below the final ground surface.
- D. When rock or hard shale trench excavation is required, the riprap shall be keyed into this material the depth of the riprap.
- E. Treat the soil with anti-germinant in accordance with manufacturer's directions.
- F. Install weed barrier fabric, lapping edges minimum 6 inches.

**3.02 RIPRAP INSTALLATION**

- A. Place stones with close joints.
- B. Place stones in courses laid from the bottom of slopes upward, the largest stones being placed in lower courses.
- C. Fill open joints with infill stone from bottom to top and sweep surface with a stiff broom. Make sure underlying weed barrier fabric is not visible and leave tops of larger stones in top layer exposed.
- D. Maintain the riprap protection until accepted, replacing any material displaced.

**END OF SECTION**

**SECTION 32 0190  
OPERATION AND MAINTENANCE OF PLANTING**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. This Section includes the protection and trimming of trees that interfere with, or are affected by execution of the work, whether temporary or new construction.

**1.02 RELATED WORK**

- A. Drawings and general provisions of the contract, including General and Supplementary conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 31 1100 – Clearing & Grubbing
- C. Section 31 2000 – Earth Moving

**1.03 REFERENCES**

- A. Product Data: For each type of product indicated.
- B. Qualification Data: for firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, name and address of architects and owners, and other information specified.
- C. Certification: From a qualified arborist that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- D. Maintenance Recommendations: from a qualified arborist for care and protection of trees affected by construction during and after completing the work.

**1.04 SUBMITTALS**

- A. See Related Work

**1.05 QUALITY ASSURANCE**

- A. Tree Service Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to project site on a full-time basis during execution of the Work.
- B. Arborist Qualifications: An arborist certified by the International Society of Arboriculture or licensed in the jurisdiction where Project is located.
- C. Tree Pruning Standards: Comply with ANSI A 300, "Trees, Shrubs, and other Woody Plants Maintenance –Standards Practices", unless more stringent requirements are indicated.
- D. Pre-installation conference: conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings".
  - 1. Before starting tree protection and trimming, meet with representatives of authorities having jurisdiction, Owner, Architect, consultants, and other concerned entities. Review tree protection and trimming procedures and responsibilities. Notify participants at least three working days before convening conference. Record discussions and agreements and furnish a copy to each participant.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, size 24, with 90 to 100 percent passing a 2 -1/2 inch (63mm) sieve and not more than 10 percent passing a 3/4 inch (19mm) sieve.
- B. Topsoil: Fertile, friable, surface soil, containing natural loam and complying with ASTM D 5268. Provide topsoil that is free of stones larger than 1 inch in any dimension and free of other extraneous or toxic matter harmful to plant growth. Obtain topsoil only from well-drained sites where soil occurs in depth of 4 inches or more; do not obtain from bogs or marshes.

- C. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- D. Tree Protection Fencing:
  - 1. Wire Stringer-12 gauge galvanized wire, top and bottom of fence, tied to T-post.
  - 2. T-posts –6 ½ foot; green with white tops.
  - 3. Orange Safety Fencing-Attach to posts, top and bottom and at top of fencing at approximate mid-point between posts with 12 gauge galvanized wire ties.
- E. Sharp Sand: ASTM C-33 for fine aggregate
- F. Tree Paint: Thompson Tree Seal, Cabot Tree Paint or approved equal.
- G. Antiseptic: Antiseptic shall consist of a mixture of one pound copper sulfate to one gallon of boiled linseed oil.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Temporary Fencing: Install temporary fencing located as indicated or outside the drip line of trees to protect remaining vegetation from construction damage.
  - 1. Install fence according to ASTM F 567 and manufacturer's written instructions.
- B. Protect tree root systems from damage due to noxious materials caused by runoff or spillage while mixing, placing, or storing construction materials. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.
- C. Do not store construction materials, debris, or excavated material within the drip line of remaining trees. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems.
- D. Do not allow fires under or adjacent to remaining trees or other plants.
- E. "Price Tags" noting the value of each tree shall be hung on the branches of each tree to be saved every 10' along the outer edge of the tree. These price tags shall be 5.5"x17" (half of an 11x17 sheet) with the dollar amount printed in a 250pt bold Arial font. The price tags are to be laminated and then hung from the trees using zip ties. Price of trees to be \$5000 per tree for all trees shown to remain in these plans.

### **3.02 EXCAVATION**

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within drip line of trees, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
  - 1. Relocate roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and relocate them without breaking. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately 3 inches back from new construction.
  - 2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- D. Where utility trenches are required within drip line of trees, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
  - 1. Root Pruning: Do not cut main lateral roots or taproots: cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments: do not break or chop.
- E. Where trenching is required elsewhere on site:

1. Trenching shall be performed by the approved trencher, cutting any and all roots completely and cleanly. Tearing, shredding or pulling of the roots shall not be permitted.
2. Treat cut roots with antiseptic only, immediately after trenching.
3. Fill trench to existing grade with sharp sand, compact and water thoroughly.

### **3.03 REGRADING**

- A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond drip line of trees. Maintain existing grades within drip line of trees.
  1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots: cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
- B. Minor Fill: where existing grade is more than 6 inches or less below elevation of finish grade fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.
- C. Moderate Fill: Where existing grade is more than 6 inches, but less than 12 inches, below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:
  1. Carefully place drainage fill against tree trunk approximately 2 inches above elevation of finish grade and extend not less than 18 inches from trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches below elevation of grade.
  2. Place filter fabric with edges overlapping 6 inches minimum.
  3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

### **3.04 TREE PRUNING**

- A. Prune remaining trees affected by temporary and new construction.
- B. Prune remaining trees to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by qualified arborist.
- C. Pruning Standards: Prune trees according to ANSI A 300 as follows:
  1. Type of pruning: Crown Cleaning.
  2. Type of pruning: Crown thinning.
  3. Type of pruning: Crown raising.
  4. Type of pruning: Crown reduction.
  5. Type of pruning: Vista pruning.
  6. Type of pruning: Crown restoration.
- D. Cut branches with sharp pruning instruments; do not break or chop.

### **3.05 TREE REPAIR AND REPLACEMENT**

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to written instructions of the qualified arborist.
- B. Remove and replace dead and damaged trees that the qualified arborist determines to be incapable of restoring to a normal growth pattern.
  1. Provide new trees of the same size and species as those being replaced: Plant and maintain as specified in Division 2 Section "Trees, Shrubs & Ground Cover."
  2. Provide new trees more than 6-inch caliper size and of species selected by Architect when trees more than 6 inches in caliper size, measured 12 inches above grade, are required to be replaced.
- C. Aerate surface soil, compacted during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

### **3.06 DISPOSAL OF WASTE MATERIALS**

- A. Burning is not permitted.

- B. Disposal: Remove excess excavated material, displaced trees, and pruned branches from Owner's property.

### **3.07 CLEAN UP AND REMOVAL OF TREE PROTECTION FENCING**

- A. Remove and dispose of tree protection fencing and stakes when site is ready for seeding. If other trades will be working in the area, tree fencing is to remain until they complete their work.

**END OF SECTION**

**SECTION 32 0523  
CEMENT AND CONCRETE FOR EXTERIOR IMPROVEMENTS**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Formwork, complete with required shoring, bracing and anchorage.
- B. Control joints and expansion joints.
- C. Concrete joints and expansion joints.
- D. Cast-in-place concrete.

**1.02 RELATED WORK**

- A. Section 01 4529 – Testing Laboratory Services.
- B. Section 32 1376 - Sidewalks.
- C. Section 33 4000 – Storm Drainage Utilities.

**1.03 SUBMITTALS**

- A. See Related Work

**1.04 QUALITY ASSURANCE**

- A. Perform cast-in-place concrete work in accordance with ACI 301, unless specified otherwise in this Project Manual.
- B. Keep copy of ACI 301-99 in field office for duration of project.

**1.05 TESTING AGENCY**

- A. Field testing of the concrete mix will be performed by an independent testing laboratory in accordance with Sections 01 4529.
- B. Provide free access to work and cooperate with the appointed laboratory.
- C. Tests of cement and aggregates may be performed to ensure conformance with requirements state herein.

**1.06 REFERENCE STANDARDS**

- A. ACI-301-99, Specifications for Structural Concrete.
- B. ACI Manual of Concrete Practice, Parts 1, 2, and 3.

**1.07 ENVIRONMENTAL REQUIREMENTS**

- A. Allowable Concrete Mix Temperatures: ACI 301 -99 Section 4.2.2.7.
  - 1. Cold Weather: Minimum 35 degrees F.
  - 2. Hot Weather: Maximum 95 degrees F.
- B. Do not place concrete during rain, sleet, or snow unless protection is provided.
- C. Keep accurate thermometer in area where work is proceeding.

**PART 2 PRODUCTS**

**2.01 CEMENT (ACI 301-99 SECTION 4.2).**

- A. Portland Cement: ASTM C150, Type 1.
- B. Use on brand and type of cement throughout project unless otherwise specified.

**2.02 ADMIXTURES (ACI 301-99 SECTION 4.2)**

- A. Add air-entraining agent as indicated in ACI 301-99 Section 4.2.1.4.
- B. Use of accelerating admixtures such as salts, chemicals, or other foreign materials in cold weather will not be allowed. Use no other admixtures without prior approval of the Architect/Engineer.
- C. Use of set – retarding admixtures during hot weather will not be allowed.

### **2.03 STRENGTH (ACI 301-99 SECTION 1.7.4)**

- A. Provide concrete of following strength: Compressive strength (28day): 3,500 psi, except where noted otherwise in the Contract Documents

### **2.04 AIR ENTRAINMENT (ACI 301-99 SECTION 4.2.1.4)**

- A. Add air-entraining agent to concrete mix for concrete work exposed to exterior.

### **2.05 SLUMP (ACI 301-99 SECTION 4.2.2.2)**

- A. Contractor shall provide slump cone and test slump for each load of concrete.
- B. Minimum, slump for all concrete work: 3 inches.
- C. Slump for consolidation by vibration: 4 inches maximum.
- D. Slump for slabs and consolidation other than by vibration: 5 inches maximum.

### **2.06 PROPORTIONS**

- A. Selection of proportions for normal weight concrete: Method 1, Method 2, or Method 3, Contractor's Option.
- B. Fine aggregate shall conform to the requirements of ASTM Specification C-33, latest edition, and shall consist of clean, fresh water sand graded uniformly to conform to Paragraph 4 of the above referenced Specification C-33.
- C. Coarse aggregate shall conform to the requirements of ASTM Specification C-33, latest edition, using standard grading size 1 -1/2" to No. 4 of washed gravel or crushed stone meeting requirements above and soundness requirements of ASTM C-33.
- D. Water: Clean and free of injurious amounts of oil, acids, alkalis, organic materials, or other deleterious substances.

### **2.07 REINFORCING STEEL (ACI 301-99 SECTION 3)**

- A. Reinforcing Steel: 60 ksi yield grade; deformed billet steel bars, ASTM A615; plain finish.
- B. Welded Steel Wire Fabric: plain type, ASTM A 185; in coiled rolls, plain finish, 6x6-W1.4 x W1.4 or 6x6 – W2.9 X W2.9 as shown on the Drawings.

### **2.08 ACCESSORIES**

- A. Premolded expansion joint fillers: ASTM D1751, 1/2 inch thick. Refer to ACI 301-99 Section 10.2.5.

### **2.09 CONCRETE MIX**

- A. Mix concrete in accordance with ASTM C94.
- B. Mix concrete until there is a uniform distribution of the materials and the mass is homogeneous in consistency and colors. Continue mixing for at least 1 -1/2 minutes after all the ingredients are in the mixer.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. Notify Architect/Engineer at least 24 hours before the planned time to pour concrete.
- B. Inspection:
  - 1. Ensure that excavation and formwork are completed and within the allowed tolerances.
  - 2. Ensure that ice and excess water are removed, no frost is present, and that ground is not frozen.
  - 3. Check that reinforcement is secured in place.
  - 4. Verify that insulation, anchors, and other embedded items are secured in position.
- C. Install concrete work in accordance with ACI 301-99 except as amended by this section.

### **3.02 FORMWORK (ACI 301-99 SECTION 2)**

- A. Obtain Architect/Engineer's review for use of earth forms. When using earth forms, hand-trim sides and bottoms, and remove loose dirt prior to placing concrete.

B. Tolerances for Formed Services: (Comply with ACI 301-99 Section 2)

### **3.03 FORM SURFACES PREPARATION (ACI 301-99 SECTION 2)**

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations. Apply prior to placing reinforcing steel, anchoring devices and embedded parts. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings which are affected by agent.

### **3.04 FINISHING FORMED SURFACES**

- A. Formed Surfaces Finishes: Provide rough form finish (ACI 301-99 Section 2) at all surfaces not exposed to view. Provide smooth rubbed finished (ACI 301-99 Section 2) at all surfaces exposed to view.

### **3.05 REMOVAL OF FORMS (ACI 301-99 SECTION 2)**

- A. Do not remove forms, shores, and bracing until concrete has gained sufficient strength to carry its own weight, construction loads, and design loads which are liable to be imposed upon it. Verify strength of concrete by compressive test results.

### **3.06 PLACING REINFORCING**

- A. Reinforcing shall be unpainted and uncoated, free from rust or scale and shall be cleaned and straightened before being shaped and in position.
- B. Position reinforcing accurately and tie securely.
- C. Support foot reinforcing on support chairs or concrete grout at maximum 3 feet on center each way to insure proper depth from bottom.
- D. Wire dowels to longitudinal bars and place top bars in perfect alignment by the use of wood templates placed 2 inches from the top of the form.
- E. Support wire mesh on support chairs, or other approved means, at no greater than three feet on center way to hold reinforcing in the center of the slab or as shown on the drawings.
1. Do not depend on lifting mesh as concrete is being poured.
  2. Lap sides and ends not less than one wire spacing in slabs on grade and not less than 12 inches in structural slabs.
- F. Provide 3 inches of concrete between reinforcing and the ground, unless detailed otherwise, where concrete is poured against the ground.
- G. If, after the removal of forms, concrete surfaces are to be in contact with the ground or exposed to the weather:
1. Bars larger than No.5: Protect with 2 inches of concrete.
  2. No. 5 bars and smaller: Protect with 1 1/2 inches of concrete.
- H. Concrete covering for any reinforcing at surfaces not exposed directly to the ground or weather: Protect with 1 -1/2 inches of concrete.

### **3.07 PLACING CONCRETE**

- A. Convey concrete from mixer to final position by method which will prevent separation or loss of material.
- B. Maximum height of concrete free fall; 60 inches.
- C. Regulate rate of placement so concrete remains plastic and flows into position.
- D. Deposit concrete in continuous operation until panel or section is completed.
- E. Do not use concrete that has set and do not re-temper or use concrete that has been mixed for more than 1½ hours.

### **3.08 CONSOLIDATING CONCRETE:**

- A. Use mechanical vibrating equipment for consolidation.
- B. Vertically insert and remove hand-held vibrators at points 18 inches to 30 inches apart, inserting to within 6 inches of bottom of freshly poured concrete.



- C. Do not use vibrators to transport concrete forms.
- D. Minimum vibrators frequencies: 6000 impulses per minute.
- E. Vibrate concrete minimum amount required for consolidation.
- F. Keep spare vibrator on hand during concrete placing operation.
- G. Make sure the concrete is thoroughly worked around the reinforcing, the embedded items, and into corners of forms.

### **3.09 SLABS (ACI 301-99 SECTION 5)**

- A. Finish concrete slab surfaces in accordance with ACI 301-99 Section 5:
  - 1. Uniformly spread, screed, and float slabs. Do not use grate tampers or mesh rollers. Do not spread concrete by vibration.
  - 2. Light broom finish exterior surfaces, except exposed aggregate.
- B. Sidewalks: Finish sidewalks in accordance with Section 32 13 76.

### **3.10 CURING**

- A. Cure Slabs: Use damp method as per ACI 301-99 Section 5.
- B. Cure Walls above Grade: Use moisture-retaining covering as approved by Architect/Engineer in accordance with ACI 308.

### **3.11 WELDING (ACI 301-99 SECTION 3)**

- A. Welding Reinforcing Steel: Not allowed.

### **3.12 CONSTRUCTION JOINTS**

- A. Install construction joints in accordance with ACI 301-99 Section 5
- B. Place expansion and contraction joints at 20 feet (maximum) intervals. Where possible, make joints coincide with joints in adjacent concrete.
- C. Fit joints with filler of required profiles. Recess ¼ inch below finished concrete surface.

### **3.13 INSERTS, EMBEDDED PARTS AND OPENINGS**

- A. Provide formed openings where required for pipes, conduits, sleeves and other work to be embedded in and passing through concrete members.
- B. Coordinate work of other sections and cooperate with trade involved in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.

### **3.14 REPAIR OF SURFACE DEFECTS (ACI 301-99 SECTION 5.3.7)**

- A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Modify or replace concrete not conforming to required lines, detail, and elevation.
- C. Repair or replace concrete not properly placed resulting in excessive honeycombing and other defects. Do not patch, repair, or replace exposed architectural concrete except upon express direction of Architect/Engineer.

### **3.15 FIELD QUALITY CONTROL**

- A. Four (4) concrete test cylinders will be taken by the testing laboratory for every 40 cu. yds., or fraction thereof, of concrete placed. Not less than one (1) set of test cylinders shall be taken for each day's pour.
- B. One (1) additional test cylinder will be taken during cold weather concreting and be cured on job site under same conditions as concrete it represents.
- C. One (1) slump test will be taken by the testing laboratory for each set of test cylinders taken and for each separate batch of concrete placed.
- D. Compression test cylinders: Test cylinders shall be cast on the project site by a representative of the testing laboratory.
  - 1. Make cylinders according to ASTM C31.
  - 2. Make additional sets of test cylinders for curing under job conditions:

- a. When it is needed to determine when to remove forms.
  - b. When to put a structure into service.
  - c. When temperature extremes are expected during the curing test period.
3. Make test cylinders in the presence of Architect/Engineer.
4. Properly marked prepared test cylinders and fill out the card supplied by the testing laboratory with instructions on when to make test breaks and where to send the test results.
5. Transport in a protected condition, each set of prepared and marked test cylinders to the designated testing laboratory for curing and testing as soon as the cylinders can be transported without damage.
- E. Compression Testing concrete Cylinders ASTM C-39: by commercial testing laboratory.
  1. Cure cylinders in laboratory until time for testing.
  2. Test each set of cylinders at 7 days and 28 days after pouring.
  3. Tabulation of breakage schedule and action:
  4. Specified strength of 3,500 psi at 28 days
  5. Action
  6. Less than 2400 psi Contractor notify A/E
  7. Break 28 day cylinder
  8. Stop Testing
    - a. Less than 3500 psi Contractor notify Architect, investigate
    - b. reason for low break and report in writing to
    - c. AE.
  9. For testing cylinders for specified compressive strength other than 3,500 psi, see the Architect/Engineer.
- F. In Case of Low Compression Test Results:
  1. Architect/Engineer will have right to order change in the mix design, costs to be borne by the contractor.
  2. Architect/Engineer will have right to order core tests of the concrete in accordance with SCI C42, or load tests of the structure, the cost to be borne by the Contractor for either test.

### **3.16 PROTECTION OF COMPLETED WORK**

- A. During curing period, protect the concrete from damaging mechanical disturbances, water flow, loading, shock, and vibration.

**END OF SECTION**

**SECTION 32 1200  
FLEXIBLE PAVEMENT**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Prepare subgrade to receive base course.
- B. Provide compacted base course.
- C. Prime base course and place asphaltic concrete hot mix (ACHM) binder course.
- D. Tack base course and place ACHM surface course.

**1.02 RELATED WORK**

- A. Section 31 2000 – Earth Moving.
- B. Section 32 1613 – Concrete Curb and Gutter
- C. Section 33 4000 – Storm Drainage Utilities

**1.03 SUBMITTALS**

- A. See Related Work

**1.04 REFERENCES**

- A. Arkansas State Highway and Transportation Dept (AHTD).
  - 1. Standard Specifications for Highway construction, Edition of 2003, hereafter referred to as “AHTD Standard Specifications”.

**PART 2 PRODUCTS**

**2.01 BASE COURSE MATERIALS**

- A. Crushed Stone: Class 7, meeting the requirements of Section 303 of the AHTD Standard Specifications, or approved equal.
- B. Prime Coat: Medium curing liquid asphalt, MC-30, or approved equal, meeting the requirements of Section 401 of the AHTD Standard Specifications.
- C. Track Coat: Shall be applied as specified and meeting the requirements of Section 401 of the AHTD Standard Specifications.

**2.02 ASPHALT PAVEMENT MATERIALS**

- A. ACHM Surface Course:
  - 1. PG 64-22 mix as described in Sections 407 and 409 of the AHTD Standard Specifications.
  - 2. The surface course shall be composed of a mixture of mineral aggregate and asphalt cement in the proportions by weight for the type mixture designated.
- B. ACHM Binder Course:
  - 1. PG 64-22 mix as described in Section 407 and 409 of the AHTD Standard Specifications.
  - 2. The binder course shall be composed of mixture of mineral aggregate and asphalt cement in the proportions by weight for the type mixture designated.

**PART 3 EXECUTION**

**3.01 SUBGRADE PREPARATION**

- A. Ensure grading of the subgrade to the required elevation.
- B. Scarify to a depth of six inches the subgrade where the base course is to be placed.
- C. Water and thoroughly mix subgrade until optimum moisture content is obtained when deficiency of moisture content exists. When excess of moisture exists, rework and aerate subgrade until optimum moisture content is obtained.
- D. Re-compact the subgrade to a minimum of 95% of the maximum dry density at or near the optimum moisture content as determined by ASTM D1557.

- E. Before final rolling, shape the entire area to the required cross section, adding additional subsoil as required and compact the subgrade surface to the required density.

### **3.02 PLACEMENT OF BASE COURSE**

- A. Place the crushed stone base material over the prepared subgrade in accordance with the construction methods described in Section 303 of the AHTD Standard Specifications.
- B. Add water during compaction to bring the base course materials to optimum moisture content. When excess moisture exists, rework the base course materials until optimum moisture content is obtained.
- C. Compact the base course to 100% of the maximum dry density as determined by ASTM D 1557.

### **3.03 PLACE PRIME AND TACK COAT**

- A. Apply the bituminous prime coat to the compacted base at the rate of 0.3 to 0.4 gallons per square yard. Apply the bituminous tack coat to the prepared base at the rate of 0.03 gallon to 0.10 gallon per square yard as designated by the Engineer.
- B. Clean the base course surface and place the prime and tack coats in accordance with the requirements of Section 401 of the AHTD Standard Specifications.

### **3.04 PLACING ACHM SURFACE COURSE**

- A. Construction Methods: Section 410, AHTD Standard Specifications.
- B. Temperature range mix.
  - 1. When discharged from mixer: 285 degrees F to 325 degrees F.
  - 2. When placed on base course: 275 degrees F. to 325 degrees F.
- C. Temperature of air: Do not place ACHM when air temperature in the shade is below 40 degrees F.
- D. Place asphalt pavement to compacted depth shown on Drawing.
- E. Compact to required density, with approved rolling equipment. Start compaction as soon as pavement will bear equipment without checking or undue displacement.
- F. Required density: 92% - 96% of maximum theoretical density.
- G. Carry out compaction in three operations in pass sequence. Ensure each pass of roller overlaps previous passes to ensure smooth surface free of roller marks. Keep roller wheels sufficiently moist so as not to pick up material.
- H. Perform hand tamping in areas not accessible to rolling equipment.
- I. Ensure joints made during paving operations and at connection to existing pavement are straight, clean, vertical and free of broken or loose material.
- J. Ensure surface of completed asphalt pavement is true to lines, profiles and elevations indicated, and is free from depressions exceeding ¼ inch when measured with a 10 foot straightedge.
- K. Do not allow vehicular traffic on newly paved areas until surface has cooled to atmospheric temperature.

### **3.05 FIELD QUALITY CONTROL**

- A. Testing laboratory will make in-place tests of density and moisture content of the subgrade and the base course in accordance with ASTM D 6938.
- B. Testing laboratory will make density tests of compacted asphalt paving in accordance with ASTM D 2950.

**END OF SECTION**

**SECTION 32 1313  
CONCRETE PAVING**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Prepare subgrade to receive base course materials for traffic bearing drive.
- B. Place and compact base course materials for drive.
- C. Concrete drive complete with reinforcement.

**1.02 RELATED WORK**

- A. Section 31 2000– Earth Moving
- B. Section 32 1376 - Sidewalks
- C. Section 32 1613 – Concrete Curb & Gutters

**1.03 REFERENCES**

- A. ASTM C150- Portland Cement.
- B. ASTM C94 – Ready Mixed Concrete.
- C. ASTM A185 – Welded Steel Wire Fabric for Concrete Reinforcement.
- D. ASTM A615 – Deformed and Plain Billet – Steel Bar for Concrete Reinforcement.
- E. ASTM D1751 – Preformed Expansion Joint Filler for concrete Paving and Structural construction.

**1.04 SUBMITTALS**

- A. See Related Work

**1.05 INSPECTION AND TESTING**

- A. Inspection and testing of concrete will be performed by a firm approved by the owner and paid for by the Contractor, in accordance with Section 01 4529.
- B. Three (3) concrete test cylinders will be taken during cold weather concreting, and be cured on job site under same conditions as concrete it represents.
- C. One (1) slump test will be taken for each set of test cylinders taken.

**PART 2 PRODUCTS**

**2.01 FILL MATERIALS**

- A. Gravel Base: Angular crushed natural stone: free shale, clay and friable materials and debris.

**2.02 CONCRETE MATERIALS**

- A. Portland Cement: ASTM C150; Normal –Type I. Materials for concrete paving shall conform to the requirements for Sections 32 0523–Concrete Work.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water Clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious material.

**2.03 REINFORCEMENT**

- A. Reinforcing Steel: (60) yield strength; plain and deformed billet steel bars: ASTM A615; plain finish.
- B. Welded Steel Wire Fabric: Plain type, ASTM, 6" x 6: W2.9x W2.9 size.
- C. Tire Wire: Minimum 16 gage annealed type, or patented system acceptable to Architect/Engineer.

**2.04 FORMWORK AND ACCESSORIES**

- A. Formwork: Matched, tight fitting and adequately stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of concrete.

- B. Joint Filler: Minimum ½ inch thick asphaltic impregnated fiberboard ASTM D751.
- C. Concrete Curing Compound: Chlorinated rubber type: clear color; ASTM C308.

## **2.05 CONCRETE MIX**

- A. Mix and proportion to produce minimum 4000 psi concrete at 28 days with maximum slump of 3 inches and 4 to 6 percent air entrainment.
- B. Use accelerating admixtures in cold weather only when acceptable to Architect/Engineer. Use of admixtures shall not relax cold weather placement requirements. Do not use calcium chloride.
- C. Use set-retarding admixtures during hot weather only when acceptable to Architect/Engineer.

## **PART 3 EXECUTION**

### **3.01 PREPARATION OF SUBGRADE**

- A. Ensure rough grading has brought subgrade to required elevations.
- B. Fill soft spots and hollows with additional fill.

### **3.02 PLACEMENT OF GRAVEL FILL AND SAND CUSHION**

- A. Place and level gravel fill over prepared subgrade to a compacted depth indicated on drawings true to lines and levels.
- B. During concrete placement, keep base sufficiently moist to prevent excessive absorption of water from freshly placed concrete.

### **3.03 FORMING**

- A. Form vertical surfaces to full depth and securely position to required lines and levels. Ensure form ties are not placed so as to pass through concrete.
- B. Arrange and assemble formwork to permit easy dismantling and stripping, and to prevent damage to concrete during formwork removal.

### **3.04 PLACING REINFORCEMENT**

- A. Reinforce concrete drives: Allow for minimum 1 -1/2 inch concrete cover.
- B. Do not extend reinforcing through expansion and contraction joints. Provide dowelled joints through expansion and contraction joints, with one end of dowels fitted with capping sleeve to allow free movement.

### **3.05 FORMING EXPANSION AND CONTRACTION JOINTS**

- A. Place expansion and contraction joints at 20 feet (maximum) intervals. Where possible, make joints of curbs coincide with joints in drive.
- B. Fit joints with filler of required profiles, set drives perpendicular to longitudinal axis of drives. Recess ¼ inch below finished concrete surface.

### **3.06 PLACING CONCRETE**

- A. Place concrete, screed and wood float surfaces to a smooth and uniform finish, free of open texturing and exposed aggregate.
- B. Avoid working mortar to surface.
- C. Make ¼ inch wide dummy joints as indicated on Drawings.
- D. Round all edges, including edges of dummy and expansion and contraction joints, with ½ inch radius edging tool.
- E. Where paved surfaces are adjacent to walks, make concrete curbs and gutters integral with walks. Make expansion and contraction joints of curbs coincide with walk joints. Provide dummy joint at line between walks and curbs.
- F. Provide exposed surfaces of drives with broom finish.
- G. Ensure finished surfaces do not vary from true lines, levels or grade by more than 1/8 inch in 10 feet when measured with straightedge.

- H. Apply curing compound on finished surfaces immediately after placement. Apply in accordance with manufacturer's recommendations.

**END OF SECTION**

## **SECTION 32 1376 SIDEWALKS**

### **PART 1 GENERAL**

#### **1.01 WORK INCLUDED**

- A. Providing concrete sidewalk where shown on Drawings.
- B. Providing concrete handicap ramps where shown on Drawings.

#### **1.02 RELATED WORK**

- A. Section 31 2000 – Earth Moving.
- B. Section 32 0523 – Cement and Concrete for Exterior Improvements.
- C. Section 33 0516 – Manholes and Structures.

#### **1.03 SUBMITTALS**

- A. See Related Work

#### **1.04 REFERENCE STANDARDS**

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM D 1751, Specifications for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

### **PART 2 PRODUCTS**

#### **2.01 CONCRETE**

- A. General: Materials for use in sidewalk construction shall conform to the requirements for Section 32 0523, and shall be 3500 psi concrete.

#### **2.02 WORK INCLUDED**

- A. The joint filler for all expansion joints shall be manufactured according to ASTM D 1751 and shall be elastic waterproof pre-molded compound that will not become soft and push out in hot weather, nor hard and brittle and chip out in cold weather. The strips shall be ½" in thickness except where shown otherwise on the Drawings; their width shall at least equal the full thickness of the slab; and their length shall at least equal the width of the slab at the joint.

#### **2.03 FORMS**

- A. Forms shall be steel or 2" nominal thickness lumber true to proper dimensions, smooth, sufficiently braced to resist springing out of shape, and accurately set to proper lines and grades. Used forms shall be free of dirt and mortar. Cross forms shall be ¼" steel of the full width and depth of the concrete work and left in place until the wearing surface has been floated and has obtained its initial set.

#### **2.04 CURING COMPOUND**

- A. Liquid membrane forming curing compound conforming to AASHTO M 148, Type 2, white pigmented (all-resin base).

### **PART 3 EXECUTION**

#### **3.01 GRADING AND SUBGRADING**

- A. Prepare subgrade for walks by excavating or filling to a depth below the top of an intended pavement equal to the thickness of the finished walk and in exact conformity to the grade approved by the Engineer. Remove vegetative matter or material that will not compact properly and replace with suitable material. Place all fill required to bring the subgrade to the proper level in thin layers not exceeding 4 inches deep, and thoroughly ram, tamp or roll until it has been made compact and solid. Bring subgrade to true grade in a uniformly firm condition before placing the concrete. Do not place concrete on the subgrade until the Engineer has inspected and approved both grade and condition of subgrade.

#### **3.02 GENERAL**



- A. Notify Architect/Engineer for inspection at least 24 hours before the planned time to pour concrete.
- B. Inspection:
  - 1. Ensure that excavation and formwork are completed and within the allowed tolerances.
  - 2. Ensure that ice and excess water are removed, no frost is present, and that ground is not frozen.
  - 3. Check that reinforcement is secured in place.
  - 4. Verify that insulation, anchors, and other embedded items are secured in position.
- C. Install concrete work in accordance with ACI 301-99 except as amended by this section.

### **3.03 SETTING FORMS**

- A. Stake forms and hold to the established lines and grades. Provide minimum 1/8" per foot fall away from structures or as shown on the drawings.

### **3.04 TREATMENT**

- A. Wet wood and coat metal forms with oil, soft soap, or whitewash before depositing any material against them. Remove all mortar and dirt from forms that have been previously used.

### **3.05 MARKINGS**

- A. Cut surface of concrete walks into flags by marking with an edging tool having a radius of 1/4". Make flags not longer than 6 feet on any side nor longer than the width of the sidewalk. Round the slabs on all surface edges, including the cross markings between flags, to a radius of 1/4".

### **3.06 JOINTS**

- A. Provide an expansion joint 1/2" in thickness, extending full depth of the concrete and with filler as herein specified, at intervals of not more than 15 feet, or as shown on plans. Provide a similar joint 1/2" in thickness in each walkway at intersection of walkways. Also provide an expansion joint 1/2" in thickness at each intersection of sidewalk and street curb and at such other points as may be designated by the Engineer. Separate sidewalk from abutting structures by 1/2" expansion joints. Place expansion joints 1/2" in thickness extending full depth of the concrete in a square outline around each object in sidewalks, such as fire hydrants, utility poles light standards, etc.

### **3.07 PLACING CONCRETE**

- A. Place concrete only on a moist subgrade and not adjacent to or around utility structures until such structures have been set to the proper grade.
- B. Transport from the mixer and place by such a means as will not cause segregation of materials or loss of ingredients. Deposit successive batches in one layer by a continuous operation, completing individual sections to the required depth and width. Do not use concrete that has taken its initial set. Fill forms and bring the concrete to the established grade by means of a strike board or straight edge. Thoroughly tamp concrete until mortar is flushed to the surface sufficiently to finish and mark the surface.
- C. Spade and/or vibrate the concrete so that it will flow together and completely fill all void spaces especially along forms (including cross forms of joints) to prevent honeycombing and shall be struck off and tamped in an approved manner, until dense surface is obtained, free from porous or rough spots and at the required sections and grade.
- D. Use method of placing the various sections so as to produce a straight clean-out joint between them, in order to make each section an independent unit. Do not use any concrete in excess of that needed to complete a section at the stopping of work.
- E. Do not pour concrete when temperature is below 35 degrees Fahrenheit, and do not place concrete on frozen subgrade. Take all necessary precautions to prevent damage to concrete in excess of that needed to complete a section at the stopping of work.
- F. At all times during construction period, maintain proper drainage, by natural flow or pumping as required, so that water will drain away from excavated areas. Do not allow water to stand in any excavations, or elsewhere, to be covered by concrete. Provide and maintain in proper

working order all necessary pumping and other equipment required to maintain drainage.

### **3.08 FINISH**

- A. After the concrete has been brought to the established grade by means of a strike board and tamped to bring the mortar to surface, float to a true even surface and finish with steel trowel. After the trowel finish has taken its initial set, brush surface lightly at right angles to center line of sidewalk with a soft bristle brush.
- B. Do not apply heat to the concrete surface to hasten its hardening.

### **3.09 CURING AND PROTECTION:**

- A. As soon as the concrete has hardened sufficiently to prevent damage, apply specified liquid membrane-forming curing compound in accordance with manufacturer's written instructions.
- B. Protect the freshly finished concrete from hot sun and drying winds until the curing compound is applied. Do not allow the concrete surface to be damaged or pitted by raindrops. Provide and use, when necessary, sufficient tarpaulins to completely cover all sections that have been placed within the proceeding twelve hours. Erect and maintain suitable barriers to protect the concrete. Repair any section damaged from traffic or other causes occurring prior to its official acceptance. Before the sidewalk is opened to traffic, remove and dispose of the covering.

### **3.10 FREEZING TEMPERATURE**

- A. If at any time during the progress of the work, the temperature is predicted to drop below 35 degrees Fahrenheit within 24 hours after placement, heat the water and aggregates and take precautions to protect the work from freezing for at least five days.

**END OF SECTION**

**SECTION 32 1723  
PAVEMENT MARKINGS**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Providing pavement markings as shown on Drawings.

**1.02 REFERENCE STANDARDS**

- A. Federal Specifications (FS):
  - 1. TT-P-115E Paint, Traffic, Highway, White and Yellow.
  - 2. TT-P-1952B Paint, Traffic, and Airfield Marking, Water Emulsion Base.
- B. Federal Standard (Fed. Std.)
  - 1. No 141B Paint, Varnish, Lacquer, and related materials.
- C. Arkansas State Highway and Transportation Department (AHTD)
  - 1. Standard Specifications for Highway Construction, 2003 Edition

**1.03 SUBMITTALS**

- A. Submit a test report showing either that the proposed batch meets all specified requirements or that a previous batch manufactured using the same formulation as that used in manufacturing the proposed batch for the following properties required in the material specification: weight per gallon, viscosity, fineness of grind, drying time, and gradation. Testing procedures and reports shall be as specified in paragraph 5 of Method 1031.2 of Fed. Std.141.

**1.04 DELIVERY, HANDLING AND STORAGE**

- A. Deliver material in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, formulation number and directions, all of which shall be plainly labeled at time of use.
- B. Furnish paint in containers not larger than five gallons.
- C. Store paint on project site. Store emulsion paints to prevent freezing.

**1.05 SITE CONDITIONS**

- A. Unless other wise recommended by the paint manufacturer apply pavement markings material only when the ambient temperature is between 40 and 95 degrees F.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Parking:
  - 1. Manufactured according to FS TT-P-115E, FS TT-P-1952B or AHTD Standards Specification Section 718,719, or 720.
  - 2. Color: White.
  - 3. Paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of six months.
- B. Roadway:
  - 1. Manufactured according to AHTD Standard Specifications Section 719 or 720.
  - 2. Color:
    - a. Separating traffic traveling in opposite directions: Yellow
    - b. Left edge of roadways: Yellow
    - c. Separating two-way left turn lanes and reversible lanes from other lanes: Yellow
    - d. All other applications: White

**PART 3 EXECUTION**

**3.01 SURFACE PREPARATION**

- A. Allow new pavement surfaces to cure for a period of not less than 30 days before application of markings materials.

- B. Thoroughly clean all surfaces to be marked before application of paint. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water or a combination of these methods as required.
- C. Completely remove rubber deposits, surface laitance, existing paint markings, and other coatings adhering to the pavement with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed.
- D. Where oil or grease are present on old pavements to be marked, scrub affected areas with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application. After cleaning, seal, seal oil-soaked areas with cut shellac to prevent bleeding through the new paint.

### **3.02 EQUIPMENT**

- A. General: Use only approved machines, tools, and equipment. Maintain equipment in satisfactory operating condition. Hand-operated push type machines of a type commonly used for application of paint to pavement surfaces will be acceptable for marking small street and parking areas. Use applicator machine equipped with the necessary paint tanks and spraying nozzles. Equipment shall be capable of applying paint uniformly at coverage specified. Provide sandblasting equipment as required for cleaning surfaces to be painted. Use hand-operated spray guns for use in areas where push-type machines cannot be used.
- B. Sandblasting Equipment: Sandblasting equipment shall include an air compressor, hoses, and nozzles of proper size and capacity as required for cleaning surfaces to be painted. The compressor shall be capable of furnishing not less than 150 c.f.m of air at a pressure of not less than 90 psi at the nozzle for each nozzle used.
- C. During concrete placement, keep base sufficiently moist to prevent excessive absorption of water from freshly placed concrete.

### **3.03 APPLICATION**

- A. Rate of Application: Apply two (2) coats of paint at manufacturer's recommended rate with total maximum of 320 lineal feet per gallon per coat with 4" wide stripe. Apply with mechanical equipment to produce uniform straight edges. At sidewalk curbs, use a straightedge to ensure a uniform, clean, and straight stripe.
- B. Paint: Apply paint in stripes of specified width to clean, dry surfaces, unless otherwise approved, only when air and pavement temperature is above 40 F and less than 95 F. Maintain paint temperature within these limits. Apply paint pneumatically with approved equipment at rate of coverage specified herein. Provide guide lines and templates as necessary to control paint application. Take special precautions in marking numbers, letters, and symbols. Sharply outline all edges of markings. Maintain the maximum drying time requirements of the paint specifications to prevent undue softening of bitument, and pickup, displacement, or discoloration by tires of traffic. If there is a deficiency in drying of the markings, discontinue painting operations until cause of the slow drying is determined and corrected.

### **3.04 PROTECTION**

- A. Prevent damage to newly painted surfaces by either placing small markers along newly painted lines or controlling traffic to keep vehicles away from area of newly painted lines.

### **END OF SECTION**

## **SECTION 32 9223 SODDING**

### **PART 1 GENERAL**

#### **1.01 WORK INCLUDED**

- A. Provide solid sodding for erosion control where shown on Drawings.

#### **1.02 RELATED WORK**

- A. Section 31 2000 - Earth Moving

#### **1.03 REFERENCES**

- A. Federal Specifications (FS):
  - 1. FS-O-F-241 – Fertilizers, Mixed, Commercial.

#### **1.04 QUALITY ASSURANCE**

- A. American Sod Producers Association (ASPA) – Guideline Specifications to Sodding.

#### **1.05 SUBMITTALS**

- A. Submit results of soil analysis of samples taken from existing and/or imported topsoils.
- B. Submit samples of sod to Architect/Engineer for approval prior to installation.

#### **1.06 DELIVERY, STORAGE AND HANDLING**

- A. Deliver fertilizer in waterproof bags showing new weight, chemical analysis, and name of manufacturer.

#### **1.07 PRICES**

- A. Solid Sodding: Sodding in place as specified in this section and shown on the Drawings. Payment will be made at the lump sum bid for "Solid Sodding", which price shall be full compensation for subgrade preparation, sod, lime, fertilizer, and water, including all labor, tools, equipment and incidental necessary to complete the work.
- B. Topsoil: Imported topsoil incorporated into Work as specified in this section and shown on the drawings. Payment will be made at the lump sum price bid for "Topsoil", which price shall include all costs of purchasing the loading, hauling, dumping, and spreading topsoil at the site.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Topsoil:
  - 1. Existing Topsoil: Natural, fertile agricultural soil capable of sustaining vigorous plant growth, not frozen or muddy condition, containing not less than 3% organic matter, and corrected to PH value of 5.9 to 7.0. Free from sub-soil, slag, clay, stone, lumps, live plants, roots, sticks, crabgrass, coughgrass, noxious weeds, and foreign matter.
  - 2. Imported Topsoil: Natural, fertile agricultural soil typical of locality, capable of sustaining vigorous plant growth, from well-drained site free of flooding, not frozen or muddy condition, not less than 3% organic matter, and PH value of 5.9 to 7.0. Free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, coughgrass, noxious weeds, and foreign matter.
  - 3. Provide soil amendments as recommended by soils analysis.
  - 4. Incorporate 15% compost by volume into existing and/or imported topsoil prior to planting or backfill mix preparation.
- B. Fertilizers: FS O-F-241 commercial type:
  - 1. Proportions: 10N-20P-10K, or as recommended by soils analysis. Provide fertilizer application as recommended by soils analysis.
- C. Lime: Lime if required, shall be agricultural grade ground limestone ground to pass an 8-meshed sieve with 25 percent passing a 100-meshing sieve. Calcareous limestone shall contain not less than 50 percent calcium oxide, and dolomitic limestone shall contain not less than 40 percent magnesium oxide. Coarser materials will be accepted provided the specified

rates of application are increased proportionality; on the basis of quantities passing the 8 and 100 mesh sieves, but no additional payment will be made for the increase quantity. Provide line application as required by soils analysis.

- D. Sod: Conforming to ASPA Guideline.
  - 1. Type: As specified in the Turf Materials list on the drawings.
  - 2. Use certified nursery grade cultivated grass sod, 98% weed free.
  - 3. Content: Strong fibrous root system and free from stones and burned or bare spots.
- E. Water: Water shall be of irrigation quality and free of impurities that would be detrimental to plant growth.

## **PART 3 EXECUTION**

### **3.01 PREPARATION OF SUBGRADE**

- A. Fine grade subgrade, eliminating uneven areas and low spots. Maintain lines, levels, profiles and contours, allowing for thickness of topsoil and sod. Make changes in grade gradual. Blend slopes into level areas. Allow for positive drainage.
- B. Remove foreign materials, undesirable plants, and their roots, stones, and debris. Do not bury foreign material beneath areas to be sodded. Remove subsoil which has been contaminated with petroleum or chemical products.
- C. Cultivate subsoil to a depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment used for hauling and spreading topsoil has compacted topsoil.
- D. Prepare subgrades and bedding areas to receive plant materials.

### **3.02 PLACING TOPSOIL**

- A. Spread topsoil to the minimum depth stated on the drawings over all areas to be sodded.
- B. Place topsoil during dry weather and on dry, unfrozen subgrade.
- C. Rake until surface is smooth.
- D. Remove stones, roots, grass weeds, debris, and other foreign non-organic material while spreading.
- E. Lightly compact area after application of lime and fertilizer.

### **3.03 LIME APPLICATION**

- A. Spread lime at the rate recommended by soil analysis-lime requirement testing.
- B. Mix lime thoroughly into topsoil layer.

### **3.04 FERTILIZING**

- A. Apply fertilizer at a rate of 800 pounds per acre or as recommended by soils analysis. Apply after fine grading and prior to compaction. Mix thoroughly into upper two inches of topsoil.
- B. Lightly water to aid the breakdown of fertilizer.
- C. Apply fertilizer within 48 hours before laying sod.

### **3.05 LAYING SOD**

- A. Lay sod within 24 hours after delivery to prevent deterioration.
- B. Lay sod closely knit together with no open joints visible, and pieces not overlapped. Lay smooth and flush with adjoining grass areas, paving and top surfaces of curbs.
- C. On slopes 2.5:1 and steeper, lay sod perpendicular to slope and secure every row 6-inch long metal staples at maximum 2 feet on center. Dive metal staples flush with soil portion of sod.
- D. Immediately water sodded areas after installation. Water in sufficient amounts to saturate sod and upper 4 inches of soil.
- E. After sod and soil has dried sufficiently to prevent damage, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities. Ensure rolling equipment weight is not over 250lbs. or less than 150lbs.

### **3.06 MAINTENANCE SERVICE**

- A. Begin maintenance services of sodded areas immediately after installation and continue throughout construction period until final acceptance of work.
- B. Establish and maintain turf in a vigorous healthy growing condition. Include the following items:
  - 1. Mowing turf as necessary to maintain a height of grass above ground between 2 and 4 inches.
  - 2. Water sufficient to saturate root system.
  - 3. Weed control applications.
  - 4. Disease and insect control.
  - 5. Fertilize every 30 days following initial application and installation for the duration of construction.

**END OF SECTION**

**SECTION 33 4000  
STORM DRAINAGE UTILITIES**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Pipe culverts.
- B. Concrete curb inlet structures and junction boxes.
- C. Connection to existing concrete drainage structures.
- D. Pipe material noted on plans may not be substituted by any other material.

**1.02 RELATED WORK**

- A. Section 31 2000 – Earth Moving
- B. Section 32 0523 – Cement and Concrete for Exterior Improvements.
- C. Section 32 1613 – Concrete Curb and Gutters.
- D. Section 33 0516 – Manhole and Structures.

**1.03 SUBMITTALS**

- A. See Related Work

**PART 2 PRODUCTS**

**2.01 PIPE CULVERTS**

- A. Reinforced Concrete Pipe (RCP): ASTM C76-78, Class III.
  - 1. Material: Concrete and reinforcing steel.
  - 2. Shape: Circular.
  - 3. Sizes: As shown on Drawings.
- B. Joint Material:
  - 1. Cold-applied preformed plastic gasket type sealant conforming to Federal Specification SS-5-00210.
    - a. Primer: As specified by the manufacturer.
- C. Polymer Coated Corrugated smooth interior Steel Pipe (CMP): AASHTO M36 and AASHTO M218:
  - 1. Material: Steel (polymeric pre-coated galvanized type B 10mil both sides).
  - 2. Type: Corrugated w / 3/4" x 3/4" x 7 1/2 " external ribs in accordance w/ ASTM A760.
  - 3. Sizes: As shown on Drawings.
- D. Corrugated Polyethylene Pipe (CPEP): AASHTO M 294 or ASTM F 2648 for LEED Projects.
  - 1. Material: Virgin Polyethylene compounds, uniformly pigmented, with no cracks or creases. The pipe shall have a minimum pipe stiffness at five percent deflection as follows when tested in accordance with M 294 or F 2648:
  - 2. Pipe Stiffness (psi)
    - a. 45
    - b. 42
    - c. 40
    - d. 34
    - e. 28
    - f. 22
  - 3. Type: "S" – Full circular cross-section with an outer corrugated wall and a smooth inner wall.
    - a. Sizes: As shown on drawings.
- E. Couplings for CPEP
  - a. Couplings shall be corrugated to match the pipe corrugations and shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints. Couplings shall be bell and spigot, split collar, or screw-on collar.



## **2.02 PIPE AND VALVES FOR FUEL CONTAINMENT**

- A. Pipe used for fuel containment when shown on plan:
  - 1. Ductile Iron Pipe.
- B. Valves for fuel containment when shown on plan:
  - 1. See Section 33 1219
    - a. shall contain "Buna N" NBR (nitrile butyl rubber)

## **2.03 CURB INLET STRUCTURE AND JUNCTION BOX**

- A. Concrete and reinforcing steel:
  - 1. Refer to Standard Detail.
    - a. Refer to Section 32 0523 and ACI 301.
- B. Manhole rings and covers: ASTM A48, Class 30A, Type II Traffic safe.
  - 1. Material: Cast Iron, solid cover.
  - 2. Size 24-inch diameter with ring depth equal to concrete thickness.

## **2.04 BEDDING AND BACKFILL MATERIALS**

- A. Select Backfill Materials: soil excavated from trench or sub-soil from site that is free of rocks larger than 1-1 1/2 inches in greatest dimension, and free from frozen soil, large clumps of soil, muddy soil, organic matter and foreign materials.
- B. Class I Bedding Material: Angular, graded stone, 1/4 inch to 1 1/2 inch size.

## **PART 3 EXECUTION**

### **3.01 CONCRETE PIPE CULVERT INSTALLATION**

- A. Excavate and backfill the trench in accordance with the provision of Section 33 0516
- B. Grade the bottom of the trench to provide a firm bedding surface of uniform density along the entire length of the pipe.
- C. Shape the bottom of the trench to conform to the bottom one quarter of the outside diameter of the circular pipe.
- D. Lay the pipe beginning at the downstream end with the groove end of the pipe placed facing upstream.
- E. Join pipe using specified cold applied preformed plastic joint sealant. Clean the pipe joint surface and prime, if recommended by the manufacture, brush on and allow to dry. Remove protective wrapping from one side of the rope. Lay rope strip side up on the surface of the pipe joint and press the strip firmly to surface of pipe joint end-to-end continuing around the entire circumference of the joint. Remove the remaining protective wrapping and force pipe into connection until material fills the joint space.
- F. To insure an even and well-filled joint, accomplish the final joining of the pipe by either pushing or pulling by mechanical means each joint of the pipe as it is laid.
- G. In cold weather, either warm the joint material in a hot water bath, or by other approved methods, to the extent required to keep the material pliable for placement without breaking or cracking, or use butyl rubber type joint sealant.
- H. In areas not under pavement of structure "Slice-in" the bedding material under the haunches of the pipe with and then hand tamp or mechanical tamp the backfill up to the horizontal centerline of the pipe.
- I. Under pavement and structures, compact the backfill on the sides of the pipe to the required densities specified in Section 31 20 00 using mechanical tamps with the top 12 inches of subgrade compacted to 95% of the soils Modified Proctor maximum dry density at or near the optimum moisture content.

### **3.02 CORRUGATED POLYETHYLENE PIPE CULVERT INSTALLATION**

- A. Excavate subsoil to depth and grade line as required for proper installation of the culvert pipe. Keep trench as narrow as possible but sufficiently wide to permit tamping under the haunches

and installation of connecting band when sections are joined. Keep sidewalls as vertical as possible, at least to an elevation above the top of the pipe.

- B. Grade bottom of trench to provide a firm bedding surface of uniform density along the entire length of the pipe. Remove rock or soft, unstable material encountered at the excavated grade line to a minimum depth of 6 inches and replace with Class I bedding material.
- C. Shape bottom of trench to conform to bottom one quarter of the outside diameter of the circular pipe and up to the widest part of arch pipe, allowing a uniform blanket of loose material to cover the shaped bedding to a depth sufficient to allow the corrugations to be filled with the material.
- D. Place corrugated metal pipe on bedding with longitudinal laps or seems, if any, at the sides. To assemble sections of pipe, place corrugated connecting band around or under the first pipe, then lay the second pipe section with the corrugations matching and the adjacent ends butting together. Keep dirt and gravel out of joint so that corrugations fit snugly. Fasten bolts on band tightly and uniformly.
- E. Place backfill material in 4 inch layer haunches alternately on both sides of pipe, using Class I bedding material. Slice-in with a shovel under the haunches to eliminate voids. Using select backfill material, place material in 6 inch lifts alternately on each side of pipe up to widest part at arch pipe, and using hand tamps or mechanical tampers, compact each lift to a minimum of 90% of optimum density for the material as determined by Modified Proctor procedures, ASTM D-1557. If Class I bedding material is used, place the material in such manner as to eliminate voids and consolidate and interlock the material to form a stable side support for the pipe.
- F. In locations not in traffic areas, hand place select backfill to a level 12 inches above the top of the pipe in such manner as to minimize voids, unless otherwise noted on the plans. Backfill up to surrounding ground surface or finished subgrade with subsoil containing no rocks or boulders large than 6 inches in greatest dimension within 12 inches of the subgrade. Leave top of backfill slightly mounded to allow for settlement.
- G. Under traffic areas, backfill trench from horizontal centerline of pipe up to top of subgrade using either select backfill material or Class I bedding material. If select backfill material is used, place material in 6 inch lifts and compact with mechanical tampers. Compact each layer to within 24 inches of subgrade to 90% of optimum density for the material as determined by Modified Proctor procedures, ASTM D-1557. Compact the remaining 24 inches to subgrade to 95% of optimum density using the same procedures. If Class I bedding material is used, place the material in such manner as to minimize voids and interlock the material to form a stable fill that will support the pavement structure and subsequent traffic loads.
- H. Patch cut edges and surface-damaged areas with specified patching material to restore protection to metal surface originally provided by polymer coating.

### **3.03 CONCRETE STRUCTURES INSTALLATION**

- A. Forming concrete, placing reinforcing steel and placing and curing concrete: Refer to Section 32 0523 and ACI 301.
- B. Excavation and Backfill: Refer to Section 33 0516.

### **3.04 EXISTING STRUCTURE MODIFICATION**

- A. Remove top and throat of existing curb inlet.
- B. Remove loose and damaged concrete material.
- C. Dispose of removed material including cast iron ring and cover.
- D. Cut and tie reinforcing steel to new steel as detailed on Drawings.
- E. Form new top and provide new cast iron ring and cover.
- F. Place steel as detailed on Drawings and place concrete to modify structure into a junction box.
- G. Patch inside face of wall to achieve smooth surface.

**END OF SECTION**