

DESIGN GUIDE FOR ARCHITECTS AND ENGINEERS DOING WORK FOR THE UNIVERSITY OF ARKANSAS, FAYETTEVILLE CAMPUS

The primary objective of the University of Arkansas' facility construction program is to provide facilities that meet the academic requirements of the University and maximize the long-term value of the state and private funds invested in our campus.

The University of Arkansas *Guide for Architects and Engineers* is an attempt to present in a single document the desires of the University in regards to construction design and execution of capital projects. These desires are based on the historical experiences of constructing, using, and maintaining campus facilities at the Fayetteville campus. It is our hope that this will lead to a more consistent product and improve the communication between the Designers and the University.

The Guide undergoes continual updating to assure best value to the University in maintainability, durability, and value in our facilities. Continuous input and feedback from our consultant's experiences with new materials and techniques are important to the ongoing success of the University's building program. You are encouraged to provide comments to Facilities Management to improve future editions of the guide.

The format of the A/E guide generally follows the CSI Masterformat 2011. Please note there are likely divisions and sub-divisions with no guide instruction. A place holder may be shown as we plan for future additions and enhancements to the guide.

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

SECTION 00 00 00

PROCUREMENT AND CONTRACTING REQUIREMENTS

General:

As a State agency, The University of Arkansas is bound to comply with the laws of the State of Arkansas governing project funding, procurement of professional services, design requirements, construction bidding, and project management. All of these requirements as well as the necessary bidding and contract forms are contained in the "divzero-mastertemplate" located in the Attachment folder.

University of Arkansas Systems Office
2404 North University Avenue

Little Rock, AR 72207
501-686-2500
web site: www.uasys.edu

Introductory Information

00 01 01 Project Title Page
00 01 05 Certifications Page
00 01 07 Seals Page
00 01 10 Table of Contents
00 01 15 List of Drawing Sheets
00 01 20 List of Schedules

PROCUREMENT REQUIREMENTS

00 01 00 Solicitation

00 11 00 Advertisements and Invitations

00 11 13 Advertisement for Bids
00 01 16 Invitation to Bid

00 01 19 Request for Proposal

00 01 53 Request for Qualifications

00 20 00 INSTRUCTIONS FOR PROCUREMENT

00 21 00 Instructions

00 21 13 Instructions to Bidders
00 21 16 Instructions to Proposers

00 22 00 Supplementary Instructions

00 22 13 Supplementary Instructions to Bidders
00 22 16 Supplementary Instructions to Proposers

00 23 00 Procurement Definitions

00 24 00 Procurement Scopes

00 24 13 Scope of Bids
 00 24 13.13 Scopes of Bids (Multiple Contracts)
 00 24 13.16 Scopes of Bids (Multiple-Prime Contracts)
00 24 16 Scopes of Proposals
 00 24 16.13 Scopes of Proposals (Multiple Contracts)
 00 24 16.16 Scopes of Proposals (Multiple-Prime Contracts)

00 25 00 Procurement Meetings

00 25 13 Pre-Bid Meetings

Design Bid Build projects are all projects under \$5,000,000 and may be used for major capital projects (over \$5,000,000). Pre-bid meetings may be held on the UofA campus preferably at the FAMA building if expected attendance can be acomodated. Attendance will not be mandatory. The consultant of record will work with the FAMA coordinator to establish the date and agenda for these meetings.

Pre-Bid meetings shall generally be held off campus for major projects (greater than \$5,000,000) at a location selected by the Contractor and at the Contractor's expense. Each pre-qualified subcontractor shall be encouraged to attend, but It will not be mandatory for every subcontractor to attend.

00 25 16 Pre-Proposal Meetings

00 26 00 Procurement Substitution Procedures

00 30 00 AVAILABLE INFORMATION

00 31 00 Available Project Information

00 31 13 Preliminary Schedules

- 00 31 13.13 Preliminary Project Schedule

- 00 31 13.16 Preliminary Construction Schedule

- 00 31 13.23 Preliminary Project Phases

- 00 31 13.26 Preliminary Project Sequencing

- 00 31 13.33 Preliminary Project Milestones

00 31 16 Project Budget Information

00 31 19 Existing Condition Information

- 00 31 19.13 Movement and Vibration Information

- 00 31 19.16 Acoustic Information

- 00 31 19.19 Traffic Information

00 31 21 Survey Information

- 00 31 21.13 Site Survey Information

- 00 31 21.16 Measured Drawing Information

- 00 31 21.19 Photographic Information

00 31 24 Environmental Assessment Information

- 00 31 24.13 Soil Contamination Report

- 00 31 24.23 Environmental Impact Study Report

- 00 31 24.26 Environmental Impact Report Evaluation

- 00 31 24.29 Report of Environmental Impact Decision

- 00 31 24. 33 Environmental Impact Mitigation Report

00 31 25 Existing Material Information

- 00 31 25.16 Existing Concrete Information

- 00 31 25.19 Existing Masonry Information

- 00 31 25.23 Existing Metals Information

- 00 31 25.26 Existing Wood, Plastics, and Composites Information

- 00 31 25.29 Existing Thermal and Moisture Protection Information

- 00 31 26 Existing Hazardous Material Information
 - 00 31 26.23 Existing Asbestos Information
 - 00 31 26.26 Existing Lead Information
 - 00 31 26.29 Existing Polychlorinate Biphenyl Information
 - 00 31 26.33 Existing Mold Information
 - 00 31 26.36 Existing Hazardous Waste Drum Information
- 00 31 31 Geophysical Data
 - 00 31 31.13 Seismic Investigations Information
 - 00 31 31.16 Gravity Investigations Information
 - 00 31 31.19 Magnetic Investigations Information
 - 00 31 31.23 Electromagnetic Investigations Information
 - 00 31 31.26 Electrical Resistivity Investigations Information
 - 00 31 31.29 Magnetotelluric Investigations Information
- 00 31 32 Geotechnical Data
 - 00 31 32.13 Subsurface Drilling and Sampling Information
 - 00 31 32.13 Subsurface Drilling and Sampling Information
 - 00 31 32.16 Material Testing Information
 - 00 31 32.19 Exploratory Excavation Information
 - 00 31 32.23 Geotechnical Monitoring Information
- 00 31 43 Permit Application

00 40 00 PROCUREMENT FORMS AND SUPPLEMENTS

00 41 00 Bid Forms

(See document “divzero-mastertemplate” in the Attachment folder)

- 00 41 13 Bid Form-Stipulated Sum (Single-Prime Contract)
- 00 41 16 Bid Form-Stipulated Sum (Multiple-Prime Contract)
- 00 41 23 Bid Form-Construction Management (Single-Prime Contract)
- 00 41 26 Bid Form-Construction Management (Multiple-Prime Contract)
- 00 41 33 Bid Form-Cost Plus-Fee (Single-Prime Contract)
- 00 41 36 Bid Form-Cost Plus-Fee (Multiple-Prime Contract)
- 00 41 43 Bid Form-Unit Price (Single-Prime Contract)
- 00 41 46 Bid Form-Unit Price (Multiple-Prime Contract)
- 00 41 53 Bid Form-Design/Build (Single-Prime Contract)
- 00 41 56 Bid Form-Design/Build (Multiple-Prime Contract)
- 00 41 63 Bid Form-Purchase Contract

00 42 00 Proposal Forms

- 00 42 13 Proposal Form-Stipulated Sum (Single-Prime Contract)
- 00 42 16 Proposal Form - Stipulated Sum (Multiple-Prime Contract)
- 00 42 23 Proposal Form - Construction Management (Single-Prime Contract)
- 00 42 26 Proposal Form – Construction Management (Multiple-Prime Contract)
- 00 42 33 Proposal Form – Cost Plus-Fee (Single-Prime Contract)
- 00 42 36 Proposal Form – Cost Plus-Fee (Multiple –Prime Contract)
- 00 42 43 Proposal Form – Unit Price (Single-Prime Contract)

00 42 46 Proposal Form – Unit Price (Multiple-Prime Contract)
00 42 53 Proposal Form – Design/Build (Single-Prime Contract)
00 42 56 Proposal Form – Design/Build (Multiple-Prime Contract)
00 42 63 Proposal Form – Purchase Contract

00 43 00 Procurement Form Supplements

00 43 13 Bid Security Form
00 43 21 Allowance Form
00 43 22 Unit Prices Form
00 43 23 Alternates Form
00 43 25 Substitution Request Form (During Procurement)
00 43 26 Estimated Quantities Form
00 43 33 Proposed Products Form
00 43 36 Proposed Subcontractors Form
00 43 39 Minority Business enterprise Statement of Intent Form
00 43 43 Wage Rates Form

(See document “divzero-mastertemplate” in the Attachment folder)

00 43 73 Proposed Schedule of Values Form
00 43 83 Proposed Construction Schedule Form
00 43 86 Proposed Work Plan Schedule Form
00 43 93 Bid Submittal Checklist

00 45 00 Representations and Certifications

00 45 13 Bidder’s Qualifications
00 45 16 Proposer’s Qualifications
00 45 19 Non-Collusion Affidavit
00 45 23 Statement of Disposal Facility
00 45 26 Estimated 1quantities Form
00 45 33 Non-Segregated Facilities Affidavit
00 45 36 Equal Employment Opportunity Affidavit
00 45 39 Minority Business Enterprise Affidavit
00 45 43 Corporate Resolutions
00 45 46 Governmental Certifications

CONTRACTING REQUIREMENTS

00 50 00 CONTRACTING FORMS AND SUPPLEMENTS

00 51 00 Notice of Award

00 52 00 Agreement Forms

(See document “divzero-mastertemplate” in the Attachment folder)

00 52 13 Agreement Form-Stipulated Sum (Single-Prime Contract)
00 52 16 Agreement Form-Stipulated Sum (Multiple-Prime Contract)
00 52 23 Agreement Form-Construction Management (Single-Prime Contract)
00 52 26 Agreement Form-Construction Management (Multiple-Prime Contract)
00 52 33 Agreement Form- Cost Plus-Fee (Single-Prime Contract)
00 52 36 Agreement Form – Cost Plus-Fee (Multiple-Prime Contract)
00 52 43 Agreement Form – Unit Price (Single-Prime Contract)
00 52 46 Agreement Form – Unit Price (Multiple-Prime Contract)
00 52 53 Agreement Form – Design/Build (Single-Prime Contract)
00 52 56 Agreement Form – Design/Build (Multiple-Prime Contract)
00 52 63 Agreement Form – Purchase

00 54 00 Agreement Form Supplements

00 54 13 Supplementary Scope Statement
00 54 21 Allowances Schedule
00 54 22 Unit Prices Schedule

00 55 00 Notice to Proceed

00 60 00 PROJECT FORMS

00 61 00 Bond Forms

00 61 13 Performance and Payment Bond Form

(See document “divzero-mastertemplate” in the Attachment folder)

00 61 13.13 Performance Bond Form

(See document “divzero-mastertemplate” in the Attachment folder)

00 61 13.16 Payment Bond Form

00 61 16 Lien Bond Form
00 61 19 Maintenance Bond Forms
00 61 23 Retainage Bond Form
00 61 26 Special Bond Form

00 62 00 Certificates and Other Forms

00 62 11 Submittal Transmittal Form
00 62 16 Certificate of Insurance Form
00 62 19 Infection Control Form
00 62 23 Construction Waste Diversion Form
00 62 33 Products Form
00 62 34 Recycled Content of Materials Form

00 62 39 Minority Business enterprise Certification Form
00 62 73 Schedule of Values Form
00 62 76 Application for Payment Form
 00 62 76.13 Sales Tax Form
 00 62 76.16 Consent of Surety to Reduction of Retainage Form
00 62 79 Stored Material Form
00 62 83 Construction Schedule Form
00 62 86 Work Plan Schedule Form
00 62 89 Construction Equipment Form

00 63 00 Clarification and Modification Forms

00 63 13 Request for Interpretation Form
00 63 19 Clarification Form
00 63 25 Substitution Request Form (During Construction)
00 63 33 Supplemental Instruction Form
00 63 36 Field Order Form
00 63 43 Written Amendment Form
00 63 46 Construction Change Directive Form
00 63 49 work Change Directive Form
00 63 53 Request for Proposal Form
00 63 54 Proposal Worksheet Summary Form
00 63 55 Proposal Worksheet Detail Form
00 63 57 Change Order Request Form
00 63 63 Change Order Form

00 65 00 Closeout Forms

00 65 13 Certificate of Compliance Form
00 65 16 Certificate of Substantial Completion Form
00 65 19 Certificate of Completion Form
 00 65 19.13 Affidavit of Payment of Debts and Claims Form
 00 65 19.16 Affidavit of Release of Liens Form

(See document “divzero-mastertemplate” in the Attachment folder)

00 65 19.19 Consent of Surety to Final Payment Form

(See document “divzero-mastertemplate” in the Attachment folder)

00 65 19.23 Acceptance Certificate Form
00 65 19.26 Final Settlement Certificate Form
00 65 36 Warranty Form
00 65 73 Statutory Declaration Form

00 70 00 CONDITIONS OF THE CONTRACT

00 71 00 Contracting Definitions

00 72 00 General Conditions

(See document “divzero-mastertemplate” in the Attachment folder)

- 00 72 13 General Conditions – Stipulated Sum (Single-Prime Contract)
- 00 72 16 General Conditions – Stipulated Sum (Multiple-Prime Contract)
- 00 72 23 General Conditions – Construction Management (Single-Prime Contract)
- 00 72 26 General Conditions – Construction Management (Multiple-Prime Contract)
- 00 72 33 General Conditions – Cost Plus-Fee (Single-Prime Contract)
- 00 72 36 General Conditions – Cost Plus-Fee (Multiple-Prime Contract)
- 00 72 43 General Conditions – Unit Price (Single-Prime Contract)
- 00 72 46 General Conditions – Unit Price (Multiple-Prime Contract)
- 00 72 53 General Conditions –Design/Build (Single-Prime Contract)
- 00 72 56 General Conditions –Design/Build (Multiple-Prime Contract)

00 73 00 Supplementary Conditions

(See document “divzero-mastertemplate” in the Attachment folder)

- 00 73 16 Insurance Requirements
- 00 73 19 Health and Safety Requirements
- 00 73 23 Purchase Contracts
- 00 73 26 Assigned Contracts
- 00 73 33 Non-Segregated Facilities Requirements
- 00 73 36 Equal Employment Opportunity Requirements
- 00 73 43 Wage Rate Requirements
- 00 73 46 Wage Determination Schedule
- 00 73 49 Labor Stabilization Agreement
- 00 73 53 Anti-Pollution Measures
- 00 73 63 Security Requirements
- 00 73 73 Statutory Requirements

00 90 00 REVISIONS, CLARIFICATIONS, AND MODIFICATIONS

00 91 00 Precontract Revisions

- 00 91 13 Addenda
- 00 91 16 Bid Revisions
- 00 91 19 Proposal Revisions

00 93 00 Record Clarifications and Proposals

00 93 13 Record Requests for Interpretation

00 93 19 Record Clarification Notices

00 93 53 Record Proposal Requests

00 93 57 Record Change Order Requests

See “changeorder – uofa” Microsoft word document in the Attachment folder. Along with the form please provide a statement giving an explanation for the change, a reason for the change, the source of funds to pay for the change, and time extension requested in days. See also section 01 26 63.

00 94 00 Record Modifications

00 94 33 Record Minor Changes in the Work

00 94 36 Record Supplemental Instructions

00 94 39 Record Field Orders

00 94 43 Record Amendments

00 94 46 Record Construction Change Directives

00 94 49 Record Work Change Directives

00 94 63 Record Change Orders See also 01 26-63.

AGREEMENT FORM
Section 00520

THIS AGREEMENT entered into this _____ day of _____ 20____ by and between _____ (name and address) hereinafter referred to as the Contractor, and the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at (Campus) hereinafter referred to as Owner,

WITNESSETH:

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

Project #: _____

Project Name:

_____ consisting of construction, more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda; Performance and Payment Bond; General and Supplementary Conditions; Drawings and Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All construction shall be in exact accord with the Contract Documents filed with the University of Arkansas Procurement Department located in Fayetteville, Arkansas on _____. The Owner shall have direct contract supervision. Said construction shall be to the satisfaction of the Owner and the Design Professional, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the Owner, the Design Professional, appropriate state and federal agencies.

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

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within _____ calendar days after a Notice to Proceed is issued and to complete the work within _____ consecutive calendar days of the start date established by the Notice To Proceed. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the Bid Form of for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the Owner, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance

shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

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

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

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

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

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

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

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to the (CAMPUS) Procurement Office, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

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

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

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

CONTRACTOR

BY: _____

TITLE: _____

ADDRESS: _____

DATE: _____

NAME: _____

WITNESS:

Affix Corporate Seal (if any)
Address:

**The Board of Trustees of the University of Arkansas acting for
and on behalf of the University of Arkansas, Fayetteville**

BY: _____
Ann Kemp, Vice President for Administration

DATE: _____

END OF DOCUMENT

**UNIVERSITY OF ARKANSAS
CHANGE ORDER**

PROJECT: _____

CHANGE ORDER # _____

CONTRACTOR: _____

CONTRACT NO: _____

"I, THE UNDERSIGNED CONTRACTOR, DO HEREBY CERTIFY THAT I HAVE REVIEWED MY FILES AND DECLARE THAT THERE ARE / ARE NOT (CIRCLE ONE) NEW OR ADDITIONAL SUBCONTRACTORS AND SUB-SUBCONTRACTORS WHICH ARE REQUIRED TO BE DISCLOSED UNDER THIS CONTRACT PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER 98-04. I HAVE ATTACHED TO THIS CHANGE ORDER THOSE DISCLOSURES REQUIRED UNDER THE ORDER. I UNDERSTAND THAT ANY FALSE INFORMATION PROVIDED BY OR OMISSION MADE BY ME, MAY BE GROUNDS FOR TERMINATION DUE TO MATERIAL BREACH."

The undersigned entities agree that the following changes shall be incorporated into the contract:
(Attach additional sheets if required)

The above referenced change is for change in location of the exhaust fan, to be mounted on the roof. The original location, in the mechanical chase, southwest corner of the mechanical room, second floor, does not have sufficient space for the ten inch round pipe, required for the exhaust. Therefore, the contractor will have to relocate the roof penetration approximately eight feet, through a wall, and add additional fittings, not required in the original scope.

The original contract sum was:	\$ _____
The net change by previous Change Order(s) was:	\$ _____
The contract sum prior to this Change Order is:	\$ _____
The contract sum will increase (decrease) by this Change Order:	\$ _____
The new contract sum including this Change Order shall be:	\$ _____
The contract time will be increased (decreased) by:	# of days <u>none</u>
The date of the contract completion is now:	_____

DESIGN PROFESSIONAL:

(Address)

CONTRACTOR:

(Address)

Date: _____

Date: _____

OWNER:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS
ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS, FAYETTEVILLE

BY: _____
Ann Kemp
Vice President Finance & Administration

DATE: _____

**INSTRUCTIONS FOR COMPLETING CAMPUS NAME DIVISION ZERO (0)
DATE**

THESE DOCUMENTS ARE NOT TO BE MODIFIED EXCEPT WHERE NOTED. IF YOU NEED TO MAKE A MODIFICATION, CONTACT: (CAMPUS CONTACT NAME), (CAMPUS CONTACT ADDRESS), PHONE: FOR APPROVAL PRIOR TO SUBMITTING THE ENTIRE DIVISION ZERO FOR REVIEW.

In this document you should find the following sections. If you are missing any sections contact (Contact Name) at (Contact Phone Number).

Section 00130 Invitation to Bid
Section 00200 Instruction to Bidders
Section 00410 Bid Form
Section 00520 Agreement Form
Contract and Grant Disclosure and Certification Form
Section 00611 Consent of Surety
Section 00614 Performance and Payment Bond
Performance and Payment Bond Amendment
Section 00640 Release of Claims
Section 00700 General Conditions
Section 00800 Supplementary Condition's

00130 INVITATION TO BID

Do not add to or delete from this document except where edit points are highlighted.

1. Top of page left side insert Name, address and phone number of Architect/Engineer/Consultant.
2. Top of page right side insert project name and (CAMPUS) bid project number.
3. Paragraph 1 insert description and location of project.
4. Paragraph 2 Insert time, date and location of mandatory pre-bid. If it is not a mandatory pre-bid delete the word mandatory and the sentence "Bidders failing to attend this meeting forfeit the right to submit a bid." If a pre-bid is not required delete the entire paragraph.
5. Paragraph 3 insert time and date of bid opening.
6. Paragraph 5. You may name additional plan rooms.
7. Paragraph 6 insert where to obtain bidding documents and deposit information. Deposits for plans/specifications must be refundable.
8. Paragraph 10. Insert the prevailing wage statement if necessary.
If the project is estimated at \$75,000.00 or above, the Arkansas Department of Labor Prevailing Wage Rates shall apply to the project. You must contact the Dept. of Labor, (501) 682-4536, to obtain the prevailing wage rates. If project is \$2,000.00 or more and includes Federal Funds the Davis-Bacon Wage Rates and other Federal Regulations shall apply. You may obtain information on the Davis-Bacon Wage Rates by contacting the UAF Procurement Office at 479-575-5314. If the project contains State and Federal Funds, the Davis-Bacon Wage Rates will be used.

00200 INSTRUCTIONS TO BIDDERS

Do not add to or delete from this document except where edit points are highlighted

1. Paragraph 3.3. Insert the name, address and phone number of Design Professional (Architect/Engineer/Consultant).
2. Paragraph 7.3. Insert the number of calendar days for receipt of bonds and insurance. It is preferred to use 10 days. If the project has been declared an emergency, you may use a shorter time frame.
3. Paragraph 18. Insert the number of calendar days the owner has to accept bids. It is preferred to have 30 days. If the project has been declared an emergency, the time should be shorter.

You may add

Section 00320 Geotechnical Data

Section 00340 Environmental Assessment Information

00410 BID FORM

Do not add to or delete from this document except where edit points are highlighted

1. First page top right-hand corner. Insert Bid time and date.
2. First Page, PROJECT: Insert short project description.
3. Paragraph 2 Allowances. Delete if not required.
4. Paragraph 3 Unit Prices. Delete if not required. If required, insert description.
5. Paragraph 4 Trenching. If the project has trenching or excavations which equals or exceeds five feet in depth, the following conditions have to be complied with: (1) That the current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, (.650,651,.652) (http://www.access.gpo.gov/nara/cfr/waisidx_99/29cfrv8_99.html) be specifically incorporated into the specifications, section 01 526 for the project; and (2) That the bid form include a separate pay item for trench or excavation safety systems to be included in the base bid. If the project does not have trenching delete this item.
6. Paragraph 5 Completion Time. Insert the number of consecutive calendar days to be required for the completion of the work.
7. Paragraph 6(b). Insert the number days the bonds will be required to be submitted. This number should match the number in paragraph 7.3 of the Instructions to Bidders. Insert the number of calendar days the contractor will begin work after the Notice to Proceed. The preferred number of days is 5. Insert the amount of liquidated damages. The amount of liquidated damages must be approved by the Owner.
9. Paragraph 6(c). Insert the number days the bonds will be required to be submitted. This number should match the number in paragraph 6(b) of the Bid Form and paragraph 7.3 of the Instructions to Bidders.
10. Paragraph 6(d). Insert the number of calendar days the owner has to accept bids. It is preferred to have 30 days. If the project has been declared an emergency the time should be shorter. This number should match paragraph 17 of the Instructions to Bidders.
11. Paragraph 6(g). Insert the appropriate wage scale statement either State or Davis-Bacon. If a wage scale is not required delete.
12. Paragraph 9. A specific line for listing each of the protected subcontractors required for this project must be provided on the bid form. Arkansas Code 22-9-204 requires that Mechanical, Electrical, Plumbing and Roofing/Sheetmetal be listed. **It is the responsibility of the design Professional to determine if any work is to be performed by these trades and provide the proper listing on the form. If a trade is not required for this project do not provide a line for that subcontractor.** It is essential the Plumbing Division, Dept. of Health be contacted. It has been determined that some sewer, water and gas lines may be covered under the Plumbing Division.

If you are in doubt as to whether a trade is required you should contact the proper licensing board.

Electrical, Arkansas Board of Electrical Examiners, 501-682-4549

HVACR, State Health Department 501-661-2307

Plumbing Division, State Health Department 501- 661-2642

All subs, if their portion of the work is \$20,000.00 or more, must have a license issued by the Arkansas Contractor's Licensing Board with the proper classification. You may contact them at 501-372- 4661.

You should determine which subcontractor categories will be required and listed. Failure to do so may result in rejection of bids, protests and a delay in the contract award.

00520 AGREEMENT FORM

Do not add to or delete from this document except where edit points are highlighted

1. Insert date of contract, contractor name, address and agency name.
2. Paragraph 1. Insert amount of contract, county, project number and name, and date of bid opening.
3. Paragraph 3. Insert the number of calendar days the contractor is to begin work. This number should match Paragraph 6(b) of the Bid Form. Insert number of consecutive calendar required for completion of the work.
4. The Contract and Disclosure Form is located at the end of these documents. When you print, remove and insert behind the Agreement Form

00700 GENERAL CONDITIONS

Do not add to or delete from this document.

00800 SUPPLEMENTARY CONDITIONS

1. You may also add into this section, section 00 830- Prevailing Wage Rates, section 00 850-Drawings and Schedules, and section 00 900- Addenda and Modifications

UNIVERSITY OF ARKANSAS AT (CAMPUS)
BID DOCUMENTS DIVISION ZERO

TABLE OF CONTENTS

Section 00130	Invitation to Bid
Section 00200	Instruction to Bidders
Section 00410	Bid Form
Section 00520	Agreement Form
	Contract and Grant Disclosure and Certification Form
Section 00611	Consent of Surety
Section 00614	Performance and Payment Bond
	Performance and Payment Bond Amendment
Section 00640	Release of Claims
Section 00700	General Conditions
Section 00800	Supplementary Conditions
	00810 Modifications to General Conditions
	00830 Prevailing Wage Rates

**INVITATION TO BID
Section 00130**

[Design Professional's Office]
[address]
[phone number]

[Project Name/Number]

1. You are invited to bid on a General Contract for [] located at [] for the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at (CAMPUS), hereinafter termed Owner. The bids shall be on a lump sum basis.
2. There will be [mandatory] Pre-Bid Conference held at on at . The Owner will not accept a bid from any Bidder failing to attend mandatory meeting(s). The University reserves the right to schedule additional [mandatory] meetings, if it determines them to be in its best interests.
3. The Owner will receive bids until [] p.m., local time, [], 20 []. Bids may be mailed or delivered to the (CAMPUS), (CAMPUS ADDRESS), hereinafter termed (CAMPUS). Bids received after this time will not be accepted. Bids will be publicly opened and read aloud at the time and date mentioned. Interested parties are invited to attend.
4. The 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.
5. Contract documents may be examined at the office of the Design Professional or the plan rooms listed below:

6. A complete set of contract documents may be obtained from the [description of where to obtain contract documents and deposit information]
7. 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 Architect or his representative(s) are considered the official version and take precedence if any discrepancies occur.
8. **Bid Security in the amount of five percent (5%) of the bid must accompany each bid in excess of \$ 20,000.00 in accordance with the Instructions to Bidders.**
9. 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.

10. [Bidders are hereby notified that Arkansas Department of Labor Prevailing Wages Rates will apply.]
11. The Owner reserves the right to reject any and all bids, and to waive any formalities.
12. This invitation does not commit the Owner to pay any cost incurred in the preparation of bids.
13. **Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before his bid is submitted unless the project is federally funded and therefore excepted by Ark. Code Ann. §17-25-315. There shall be only one bid submitted per State Contractors license. Bidders will be required to indicate license number on bid form beneath signature when bidding \$ 20,000.00 or more.**
14. Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small and minority 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 be given to the identified groups.

INSTRUCTIONS TO BIDDERS
Section 00200

1. **BIDDING DOCUMENTS.** Bidders may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Bid. Complete sets of Contract Documents must be used in preparing bids; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Design Professional listed in the Invitation to Bid is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Design Professional or his representative(s) or the (CAMPUS) Procurement Office 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.
2. **EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK.** Bidder shall examine the Contract Documents and visit the project site of work. Bidder shall become familiar with all existing conditions and limitations under which the Work is to be performed, and shall base bid on items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to Bidder because of lack of such examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.
3. **INTERPRETATION OF CONTRACT DOCUMENTS DURING BIDDING.**
 - 3.1 All references to the Owner shall be interpreted to mean the University of Arkansas Board of Trustees acting for and on the behalf of the University of Arkansas at (CAMPUS).
 - 3.2 If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to the Design Professional a written request for an interpretation or correction thereof not later than five (5) calendar days before Bid opening. In those instances where a Design Professional is not involved with the project, written requests for interpretation or correction may be made to the (CAMPUS) Procurement Department within the time frame stated above.
 - 3.3 Address all communications regarding the Contract Documents to the Design Professional: [Architect/Engineer/Consultant, [Address/phone number]]. In those instances where a Design Professional is not involved, address all such communications to (CAMPUS) Procurement Department, (ADDRESS) (PHONE NUMBER).
 - 3.4 Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each Bidder of record by the Design Professional; and in those instances where a Design Professional is not involved the (CAMPUS) Procurement Department shall distribute Addenda in the above referenced manner. The Owner will not be responsible for oral explanations or interpretation of the Contract Documents.
 - 3.5 **Addenda** issued during the bidding period will be incorporated into the Contract Documents.
4. **SUBSTITUTIONS.**
 - 4.1 Materials, products, and equipment described in the Contract Documents establish a standard of required function and a minimum desired quality or performance level, or other minimum dimensions and capacities, to be met by any proposed substitution. Acceptability of substitutions will not be considered during bidding period.
 - 4.2 In some cases, prior approval of material or equipment, or both shall be obtained from Owner in order to obtain the desired color, size, visual appearance, and other features specified.

5. **TYPE OF BID.**

5.1 The Work under this Contract will be awarded under a stipulated sum contract to the lowest responsible base bid amount. No segregated bids or assignments will be considered. Bids are to include all labor, materials, equipment, sales tax, social security tax, State Unemployment Insurance and all other like items necessary to complete this project.

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

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

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

7. **BID GUARANTEE AND BONDS.**

7.1 Each bid proposal shall include a bid security in the amount of five percent of the total bid offered, if the bid is in excess of \$20,000.00. The bidder will be required to submit a bidder's deposit, which includes enclosing a cashier's check payable to the order of 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.

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

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

7.3 Should Bidder fail to enter into a contract and furnish the required bonds and insurance certificates within days after receipt of Intent to Award, the bid guarantee will be forfeited to the Owner as liquidated damages.

8. **PERFORMANCE AND PAYMENT BOND.** Performance and Payment Bonds are not required for bids \$20,000.00 or under. For work exceeding \$20,000.00, the bidder shall furnish a Performance and Payment

Bond in the amount equal to 100 percent of contract price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form included with the Contract Documents as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident agent or a non-resident agent and shall be licensed by the Insurance Commissioner to represent the surety company executing the bond and filing with the bond the agent's Power of Attorney as his authority. The bond shall be written in favor of the Owner. Contractor shall file the bond with the Circuit Clerk in the county where the Work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

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

A bidder should request clarification from the Design Professional (or from UAF Procurement Department, if no Design Professional exists for the project), if the bidder determines a type of work (mechanical –indicative of heating, air conditioning, ventilation, and refrigeration; 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.

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

A subcontractor, including the prime contractor listed as using his own forces, may subcontract a portion of the listed work. However, a subcontractor is prohibited from subcontracting the work in its entirety.

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

- 9.3. Electrical License Requirement

- a. No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. All electrical work and apprentice electricians shall be supervised by a Master or Journeyman Electrician on a one to one ratio.
 - b. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.
- 9.4 Pursuant to Ark. Code Ann. § 22-9- 404, the Bidder may require listed subcontractors (mechanical, plumbing, electrical and roofing/sheet metal) whose bid to the Contractor exceeds \$50,000.00 to provide a Performance and Payment Bond to the Bidder.
10. **SUBMITTAL.** Submit bid on the Bid Form in an opaque, sealed envelope. Identify the envelope with: project name and number, name of Bidder, and Arkansas Contractors License number; only one bid shall be submitted per State Contractors license number. Submit bids in accordance with the Invitation to Bid. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alterations, and erasures shall be lined out, initialed by the Bidder, and the corrected entry inserted on the Bid Form. Only those bids submitted on Owner supplied forms as found in these documents will be accepted.
- 10.1 **PROPRIETARY INFORMATION.** All bid information, proposals, forms, briefs, sales brochures, etc. will become property of the Owner when submitted with a bid. All bid documents submitted by the bidder shall be available for public inspection after the bid opening. Proprietary pages and documents required to be submitted with bid must be clearly marked as such.
11. **MODIFICATION AND WITHDRAWAL.** Bidder may withdraw bid at any time before bid opening and may resubmit up to the date and time designated for receipt of bids. No bid may be withdrawn or modified after time has been called for the bid opening. Oral modifications to bids will not be considered. Bidder may submit written modifications to bid in writing, 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.
12. **DISQUALIFICATION OF BIDDERS.** 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.
13. **LATE BIDS.** Late bids, bids en route, bids left at a location other than the Office of Procurement by special carrier or other will not be considered. Bids must be in the Office of Procurement by or before the time as indicated on the Invitation to Bid
14. **APPLICABLE LAWS.**
- 14.1 Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.
- 14.2 Discrimination. Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Bidder has violated state or federal laws or regulations, the Owner may impose a range for appropriate remedies up to and including termination of the Contract.

- 14.3 Taxes. Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.
- 14.4 State licensing laws for Contractors.
- 14.5 Disclosure. Potential Bidders are hereby notified that any bidder who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the Contract and that the Owner cannot enter into any such contract for which disclosures are not made and the language of paragraphs a, b, and c below will be included in the body of any contract awarded.

Potential Bidders are hereby notified that:

- a. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than twenty five thousand dollars (\$25,000.00).
- b. The Contractor shall require any present or future subcontractor, for which the subcontract amount is greater than \$25,000.00, to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

- c. The Contractor shall transmit a copy of the subcontractor's disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor's disclosure.

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

- 14.6 Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the Owner and the State of Arkansas encourage all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- 14.7 *The bidding, award and administration of the contract shall be made pursuant to Ark. Code Ann. §14-4-1401 et seq., Ark. Code Ann. § 22-9-101 et seq., and Ark. Code Ann. § 22-2-101 et seq.***
15. **LIQUIDATED DAMAGES.** The amount of liquidated damages to be assessed shall be in accordance with the amount indicated in the Contract. Bidder understands and agrees that under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time limit specified in the Contract, the Contractor shall pay the Owner as Liquidated Damages, and not in the nature of a penalty the sum specified in the Bid Form for each day completion is delayed. It is further understood and agreed by bidder that the said sum fixed as Liquidated Damages is a reasonable sum considering the damages that Owner will sustain in the event of any delay in completion of the Work, and said sum is herein agreed upon and fixed as Liquidated Damages because of difficulty in ascertaining the exact amount of damages that may be sustained by such delay.
16. **PRE-BID CONFERENCE.** Refer to Invitation To Bid, section 00130, for information concerning any mandatory Pre-bid Conferences.

- 17 **OPENING.** Bids will be opened as identified in the Invitation to Bid, section 00130.
- 18 **EVALUATION and CONSIDERATION OF BIDS,** 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 Owner's judgment, is in its best interests. The Owner shall have the right to accept any or all bids for a period not to exceed [REDACTED] days.
- 18.1 Tie Bids. If two or more sealed bids are equal in amount, meet Bidding Document requirements, and are the lowest received by the time of the bid opening, then the apparent low bidder will be determined by lot (placing the name of the tie bidders into a container and drawing one name). The drawing will be conducted by (CAMPUS) Procurement Department personnel, and another person so designated by the Owner in the presence of a witness and the tie bidders or representatives. The witness shall be an employee of the State of Arkansas. Documentation of the drawing shall be included on the bid tabulation and be signed by those present. Nothing in the above and foregoing will diminish the Owner's reserved right to reject any and all bids and to waive any formalities.
19. **EXECUTION OF CONTRACT.**
- 19.1 The apparent low Bidder shall be prepared, if so required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract. Attention is called to the fact that the bidder in signing the proposal, represents that he has the financial ability and experience to carry out the work throughout its several stages within the time for completion set forth on the Bid Form.
- 19.2 The successful Bidder will be required to execute an Agreement with the Owner on a form identical to the Agreement Form included with the Contract Documents and the Performance and Payment Bond and Certification of Insurance within ten days after receipt of the Intent to Award. Failure of the Bidder to do so may result in the Bidder being rejected and could result in disqualification and forfeiture of bid bond.
- 19.3 The successful Bidder will be required to furnish Owner with proof of insurance, as prescribed by the General Conditions and Supplementary General Conditions.

END OF DOCUMENT

**BID FORM
Section 00410**

Bid Time: _____
Bid Date: _____
Location: _____

BID FROM: _____

BID TO: University of Arkansas Board of Trustees acting for and on behalf of The University of Arkansas at
(CAMPUS)

PROJECT: _____

Gentlemen:

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

\$ _____
Dollar Amount Is To Be Shown Numerically

- [2. Allowances: Allowances described in Section 01200 are included in the Bid Price.]
[3. Unit Prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities. Dollar Amount Is To Be shown numerically

_____ : _____ (\$ _____)
_____ : _____ (\$ _____)
_____ : _____ (\$ _____)
_____ : _____ (\$ _____)

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

_____)
Dollar Amount Is To Be Shown Numerically.

5. **Completion Time:** Bidder agrees that the work will be substantially complete and ready for final payment in accordance with the Contract Documents within [] consecutive calendar days of the date established in a written notice to proceed.
6. The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:
 - a. That the undersigned understands that the Owner reserves the right to reject any and all bids and to waive any formality.

- b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds within [] days after receipt of the Intent to Award, will commence work within [] days after the date of the Notice to Proceed, and will complete the Contract fully within the time for completion as indicated. Should the undersigned fail to fully complete the work within the above stated time, he shall pay the Owner as fixed, agreed and liquidated damages and not as a penalty, the sum of [] Dollars (\$ []) for each calendar day of delay until the work is completed or accepted.
 - c. The undersigned further agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds to the Owner within [] days from receipt of the Intent to Award as these acts constitute a breach of the Contractor's duties.
 - d. That this bid may not be withdrawn for a period of [] days after the bid opening.
 - e. The undersigned understands that the Owner's intent is to construct all facilities proposed within the limits established by the funds appropriated for the project.
 - f. The names of subcontractors and the nature of the work to be performed by each one have been included on the Bid Form.
 - g. The undersigned agrees to pay all prevailing hourly wage rates prescribed and mandated by Ark. Code Ann. § 22-9-301 et. seq., if the bid exceeds \$75,000) or the undersigned agrees to pay all prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates and any other applicable federal regulations.]
 - h. Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) license numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture bidders shall indicate at least two (2) signatures on the Bid Form even if they are licensed as a joint venture.
7. The following documents are attached to and made a condition of this Bid.
- a. Bid security.
 - b. Listing of Mechanical, Plumbing, Electrical and Roofing Subcontractors, if required.
8. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

9. LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING SUBCONTRACTORS

ALL MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING SUBCONTRACTORS SHALL BE LISTED REGARDLESS OF QUALIFICATIONS, LICENSURES OR WORK AMOUNT. BIDDERS SHOULD CONSULT THE PROJECT MANUAL ON HOW TO FILL OUT THIS FORM. FAILURE TO NAME THE SUBCONTRACTOR IN THE SPACE PROVIDED SHALL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE AND THE BID WILL NOT RECEIVE CONSIDERATION.

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

MECHANICAL: (Indicative of HVAC)

Name: _____ License No. _____
Is the amount of work \$20,000.00 or over: Yes ___ No ___

PLUMBING:

Name: _____ License No. _____
Is the amount of work \$20,000.00 or over: Yes ___ No ___

ELECTRICAL: (Indicative of wiring and illuminating fixtures)

Name: _____ License No. _____
Is the amount of work \$20,000.00 or over: Yes ___ No ___

ROOFING AND SHEETMETAL (Indicative of roofing applications)

Name: _____ License No. _____
Is the amount of work \$20,000.00 or over: Yes ___ No ___

Respectfully Submitted:

Name of Bidder (Typed or Printed)

Address

BY: (Signature and Title)

Contractor's Joint Venture License Number(s) or Contractor's License No.

Telephone Number

Fax Number

Federal ID Number or Social Security Number

Date of Bid

AGREEMENT FORM
Section 00520

THIS AGREEMENT entered into this _____ day of _____ 20____ by and between (name and address) _____ hereinafter referred to as the Contractor, and the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at (Campus) hereinafter referred to as Owner,

WITNESSETH:

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

Project #: _____

Project Name: _____ consisting of construction, more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda; Performance and Payment Bond; General and Supplementary Conditions; Drawings and Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All construction shall be in exact accord with the Contract Documents filed with the University of Arkansas Procurement Department located in Fayetteville, Arkansas on _____. The Owner shall have direct contract supervision. Said construction shall be to the satisfaction of the Owner and the Design Professional, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the Owner, the Design Professional, appropriate state and federal agencies.

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

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within _____ calendar days after a Notice to Proceed is issued and to complete the work within _____ consecutive calendar days of the start date established by the Notice To Proceed. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the Bid Form of for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

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

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

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

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

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

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

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

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to the (CAMPUS) Procurement Office, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

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

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

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

CONTRACTOR

BY: _____

TITLE: _____

ADDRESS: _____

DATE: _____

NAME: _____

WITNESS:

Affix Corporate Seal (if any)
Address:

The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas, Fayetteville

BY: _____
Ann Kemp, Vice President for Administration

DATE: _____

END OF DOCUMENT

**CONSENT OF SURETY
Section 00611**

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

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

2. With regards to the Project _____; Project # _____; Contract date _____; _____ Contractor; and _____ Owner; I hereby approve the final payment to the contractor. I agree that the final payment to the contractor shall not relieve the Surety Company of any of its obligations as set forth in the contract with the State of Arkansas and this contractor.

AFFIANT

DATE

VERIFICATION

STATE OF ARKANSAS)
)
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me this _____ of _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

PERFORMANCE BOND AND PAYMENT BOND

We _____, hereinafter referred to as Principal, and _____, hereinafter referred to as Surety, are held and firmly bound unto The Board of Trustees of the University of Arkansas, as obligee, hereinafter referred to as Owner, in the amount of \$ _____, said amount to be deemed a performance bond payable to Owner under the terms of this Performance and Payment Bond Agreement. The Principal and Surety state that the Surety is a solvent corporate surety company authorized to do business in the State of Arkansas.

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

_____. The above referenced Contract is incorporated herein by reference.

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

- a. The Principal shall faithfully perform the above reference Contract, which is incorporated herein by reference and shall pay all indebtedness for labor and materials furnished or performed under the Contract.
- b. In the event that the Principal fails to perform the Contract, the Principal and the Surety, jointly and severally, shall indemnify and save harmless the Owner from all cost and damage which the Owner may suffer by reason of Principal's failure to perform the Contract. Said indemnification shall include, but not be limited to, full reimbursement and repayment to the Owner for all outlays and expenses which the Owner may incur in making good any such default or failure to perform the Contract by the Principal.
- c. Principal shall pay all persons all indebtedness for labor or material furnished or performed under the Contract and in doing so this obligation shall be null and void. In the event that Principal fails to pay for such indebtedness, such persons shall have a direct right of action against the Principal and Surety, jointly and severally, under this obligation, subject to the Owner's priority.
- d. Principal shall guarantee the faithful performance of the prevailing hourly wage clause as provided in the Contract.

This bond given in accordance with Arkansas laws and regulations (including Ark. Code Ann. § 18-44-503, § 19-4-1405 and § 22-9-401 et seq.). The Surety guarantees that the Principal shall comply with Ark. Code Ann. § 22-9-308 (d) by payment and full compliance with all prevailing hourly wage contract provisions where the contract amount exceeds the amount provided in Ark. Code Ann. § 22-9-302(1).

Any alteration which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, personal representatives, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived. In no event shall the aggregate liability of the Surety exceed the amount provided in the Contract.

This Performance and Payment Bond Agreement is binding upon the above named parties, and their successors, heirs, assigns and personal representatives.

Executed by the parties who individually represent that each has the authority to enter into this agreement.

BY: _____
Contractor Date

BY: _____
Agent/Attorney-in-Fact Date
(In accordance with Ark. Code Ann. § 22-9-402(b))

Agent Date

Address

City County State Zip Code

Business Phone: _____

Fax: _____

Mail: _____

THIS FORM IS THE ONLY PERFORMANCE AND PAYMENT BOND ACCEPTABLE TO THE OWNER

GENERAL CONDITIONS
Section 00700

ARTICLE 1 -- GENERAL PROVISIONS

1.1 DEFINITIONS

- 1.1.1 Contract Documents: Contract Documents consist of Agreement; Invitation to Bid; Instruction to Bidders; the Bid Form; the Bid and the Performance and Payment bonds; General and Supplementary Conditions; Specifications; Drawings; Addenda issued prior to execution of the Contract; all Owner approved Change Orders; other documents listed or referred to in the Agreement; and modifications issued after execution of the Contract and signed by Contractor and Owner.
- 1.1.2 Contract: The Contract Documents form the Contract for construction. The Contract Documents will not be construed to create a contractual relationship between the Design Professional and Contractor, between the Owner and a subcontractor, between the Owner and Design Professional, or between entities other than the Owner and Contractor.
- 1.1.3 Work: Construction and services required by the Contract Documents whether completed or partially completed, include tools, labor, equipment, supplies, transportation, handling, and incidentals provided by the Contractor.
- 1.1.4 Project: The total capital improvement project described in the Contract Documents.
- 1.1.5 Drawings: Graphic and textual portions of the Contract Documents showing the design, location, and dimensions and size of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.1.6 Specifications: Written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
- 1.1.7 Project Manual: Volume, which may include the bidding requirements, forms, contracting requirements, and the Specifications.
- 1.1.8 Owner: The person or entity identified as such in the Contract Agreement, referred to throughout the Contract Documents as singular in number. The term Owner means the Owner and the Owner-authorized representative.
- 1.1.9 Contractor: The person or entity identified as such in the Contract Agreement, referred to throughout the Contract Documents as singular in number. The term Contractor means the Contractor or the Contractor-authorized representative.
- 1.1.10 Design Professional (Architect/Engineer/Consultant): The person or entity identified as such in the Agreement, lawfully licensed to practice architecture or engineering or another field of expertise and under contract to Owner to provide design service, advice, and consultation, referred to throughout the Contract Documents as if singular in number. The term Design Professional means the Architect/Engineer/Consultant or the authorized representative.
- 1.1.11 Subcontractor: Any person, firm, or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing a portion of the Work. The term subcontractor is referred to as singular in number and means the subcontractor or the subcontractor-authorized representative.
- 1.1.12 Inspector: A duly authorized representative of the Owner, and Design Professional, designated for detailed inspection of materials, construction, workmanship, and methods of construction.
- 1.1.13 Site: The particular location of that part of the project being considered.

1.1.14 State: The Owner.

1.2 INTENT

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

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

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

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

ARTICLE 2 -- OWNER

2.1 LAND

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

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

2.2 RIGHT OF ENTRY BY OWNER

2.2.1 The Owner and his authorized representative will have the right to enter the property or location on which the Work shall be constructed. The Owner further reserves the right to construct or have his authorized

agents construct such work as the Owner will desire, so long as these operations do not interfere with or delay the work being constructed under this Contract.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 – CONTRACTOR

3.1 GENERAL

- 3.1.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 3.1.2 The Contractor shall furnish labor, materials, equipment, and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on Drawings and described in Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner. Drawings and Specifications shall be interpreted by the Design Professional or the Owner if no Design Professional exists for the project.
- 3.1.3 The Contractor shall cooperate with the Owner, Design Professional, inspectors, and with other contractors on the Project. Contractor shall allow inspectors acting in an official capacity, to have access to the project site.
- 3.1.4 The Contractor shall determine that the final and completed work on the project is in accordance with the Contract Documents. The failure of the Design Professional to find or correct errors or omissions in the use of materials or work methods during the progress of the work shall not relieve the Contractor from his responsibility to correct all the defects in the project.
- 3.1.5 The Contractor shall assist in making final inspections and shall furnish such labor and equipment as may be required for the final tests of equipment, piping, and structures.

3.2 REVIEW OF FIELD CONDITIONS

- 3.2.1 Before ordering material or doing Work, the Contractor shall verify all measurements involved and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on Drawings; differences which may be found, shall be submitted to Design Professional for consideration before proceeding with the Work.
- 3.2.2 Drawings may show the location or existence of certain exposed and buried utilities as well as existing surface and subsurface structures. The Owner assumes no responsibility for failure to show any or all such utilities and structures on the Drawings or to show such in the exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for extra work or for increasing the pay quantities in any manner unless the obstruction encountered necessitates substantial changes in the lines or grades or requires the building of a special structure.

3.3 REVIEW OF CONTRACT DOCUMENTS

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

- 3.3.2 In the event of conflict among the Contract Documents, interpretations will be based on the following order of precedence, stated highest to lowest:
- a. The Agreement
 - b. This Division Zero (0) shall control in the event of conflict between this Division Zero (0) and other Divisions 1 through 16
 - c. Addenda to Drawings and Specifications with those of later date having precedence.
 - d. Drawings and Specifications
- 3.3.3 Since the Contract Documents are complementary, the Contractor shall take no advantage of any apparent error or omission in the Drawings and Specifications. The Owner or Design Professional shall furnish interpretations as deemed necessary for the fulfillment of the intent of the Drawings and Specifications.
- 3.3.4 Discrepancies found between the Drawings and Specifications and actual site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Design Professional or in the case where a Design Professional is not on the Project, the Owner shall be notified, who shall address such error or omission in writing. Work done by the Contractor after discovery of such discrepancies, errors, or omissions shall be at the Contractor's risk and expense.

3.4 **REQUEST FOR SUPPLEMENTARY INFORMATION**

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

3.5 **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

- 3.5.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- 3.5.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.5.3 Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- 3.5.4 The Contractor shall provide shop drawings and other submittals, settings, schedules, and other drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications, or Design Professional instructions.

3.6 **LABOR AND MATERIALS**

- 3.6.1 Except as otherwise specifically stated in the Contract, the Contractor shall provide, but not be limited to, all materials, labor, tools, equipment, water, light, heating and cooling, power, transportation, superintendence,

temporary construction of every nature, taxes legally collectible because of the work, and all other services and facilities of every nature whatsoever necessary to complete the Work in accordance with the Contract Documents in an orderly and efficient manner. The sequence of construction operations shall follow the schedule of construction as approved by the Design Professional. The Work shall not be discontinued by the Contractor without approval of the Design Professional. Should prosecution of the Work be discontinued for any reason, the Contractor shall notify the Design Professional at least twenty-four hours in advance of resuming the Work.

- 3.6.2 Materials and equipment furnished under this Contract will be subject to inspection by the Owner's authorized representative or by independent laboratories. Defective material, equipment, or workmanship may be rejected at any time before the acceptance of the Work even though the defective material, equipment, or workmanship may have been previously overlooked and estimated for payment. The Contractor shall replace defective equipment and material in accordance with the Contract Documents at no additional cost to the Owner.
- 3.6.3 The Contractor shall provide materials and supplies not subject to conditional sales agreements, or other agreement reserving unto the seller any right, title, or interest therein. All materials and supplies shall become the property of the Owner upon final acceptance of this Contract by the Owner.
- 3.6.4 If shop tests are to be conducted, the Contractor shall notify the Owner of such tests so a representative may witness tests, if desired.
- 3.6.5 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Design Professional, and in accordance with a Change Order.

3.7 **UNAUTHORIZED WORK**

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

3.8 **SUPERINTENDENCE**

- 3.8.1 The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating portions of the Work under the Contract.
- 3.8.2 The Contractor shall employ a qualified superintendent during the duration of the Project who is acceptable to the Owner and the Design Professional. The superintendent shall be maintained on the Project site and shall be present on the site at all times work is in progress. The superintendent shall be capable of reading and understanding the Drawings and Specifications and shall have full authority to act in behalf of the Contractor. All directions and instructions given to the Superintendent shall be considered as given to the Contractor and shall be as binding as if given to the Contractor.
- 3.8.3 Workmanship shall be performed by workmen experienced in their trade and skilled and experienced for the class of work to which assigned. Any person, including supervisory personnel, who does not show and exhibit skill and proficiency in said work shall be removed by the Contractor and replaced by a competent and experienced workman.
- 3.8.4 The Contractor shall, at all times, be responsible for the conduct and discipline of his employees and all Subcontractors and their employees. Disorderly, incompetent or intemperate persons, or persons who commit any crimes or trespass on public or private property in the vicinity of the Work must not be allowed to continue working upon the project which the Contractor has with the State. Any superintendent, foreman or

workman employed by the Contractor or a Subcontractor who unreasonably refuses or neglects to comply with the instructions of the Owner, Design Professional, or inspector, shall, at the written request of the Owner or Design Professional, be removed from the work site and shall not be allowed to work further on any portion of the work without the approval of the Owner.

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

3.9 PERMITS, FEES, AND NOTICES

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

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

3.10 SAMPLES AND TESTS

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

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

3.11 LOCATION, GRADIENT, AND ALIGNMENT

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

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

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

3.12 LAND

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

- 3.12.2 The Contractor shall not enter upon private property for any purpose without first obtaining permission.

3.12.3 The Contractor shall be responsible for the preservation of and prevent damage or injury to all trees, monuments, and other public property along and adjacent to the street and right-of-way. The Contractor shall prevent damage to pipes, conduits and other underground structures, and shall protect from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove monuments or property marks until directed.

3.13 LIMITS OF WORK

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

3.14 WARRANTY

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

3.15 PATENTS AND ROYALTIES

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

3.16 CLEANING UP

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

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

ARTICLE 4 -- ADMINISTRATION OF CONTRACT

4.1 DESIGN PROFESSIONAL AUTHORITY

- 4.1.1 The Design Professional will interpret the requirements of the Contract Documents and decide matters concerning performance thereunder on request of the Owner or Contractor.
- 4.1.2 The Design Professional will provide administration of the Contract as described in the Contract Documents and will be the Owner's representative. The Design Professional will decide any and all questions as to the acceptability of materials or equipment furnished, work performed, interpretation of the Drawings and Specifications, rate of progress of the Work, acceptability of the quality of workmanship provided, and other questions as to the fulfillment of the Contract by the Contractor.
- 4.1.3 The Design Professional will prepare all change orders on the form specified by the Owner. The Design Professional may authorize minor changes in the Work not involving adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents.
- 4.1.4 The Design Professional Design Professional and his authorized representatives and the Owner will have the right to enter the property or location on which the Work shall be constructed.

4.2 CLAIMS

- 4.2.1 Definition: A claim is a demand or assertion by one of the parties seeking adjustment, or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims will be initiated by written notice. The responsibility to substantiate claims shall rest with the party making the claim.
- 4.2.2 Claims of the Contractor or the Owner: Claims regarding the Work of the Contract shall be referred initially to the Design Professional for a decision. The Design Professional will review claims, and 1) reject in whole or in part; 2) approve the claim; 3) suggest a compromise; 4) advise the parties that the Design Professional is unable to resolve the claim.
- 4.2.3 Claims for Concealed or Unknown Conditions: If new and unforeseen items of work are discovered, which cannot be covered by any item or combination of items for which there is a Contract Sum, then the Contractor shall notify the Design Professional as quickly as reasonably possible and shall not continue working on the discovered new or unforeseen items without express written permission from the Design Professional. The Contractor shall complete such work and furnish such materials as may be required for the proper completion or construction of the work contemplated upon written Change Order from the Design Professional as approved by the Owner. Work shall be performed in accordance with the Contract Documents.
- 4.2.4 Claims for Extensions of Time: The Contractor shall provide written notice to Design Professional within ten days stating the cause of the delay and request an extension of Contract Time. The Design Professional will act on the request in writing. The extension of time shall be for a period equivalent to the time lost by reasons indicated. No extension of time shall be effective until included in a Change Order approved by the Owner and Design Professional.
- 4.2.5 Claims for Changes in the Work: The Contractor shall provide written notice to Design Professional within ten calendar days after the receipt of instructions from the Owner, as approved by the Design Professional, to proceed with changes in the Work and before such Work is commenced. Changes in the Work shall not be commenced before the claim for payment has been approved, except in emergencies endangering life or property. The Contractor's itemized estimate sheets showing labor and material shall be submitted to the Design Professional. The Owner's order (Change Order) for changes in the Work shall specify any extension of the Contract Time and one of the following methods of payment:
 - a. Unit prices or combinations of unit prices, which formed the basis of the original Contract.
 - b. A lump sum fee based on the Contractor's estimate, approved by the Design Professional and accepted by the Owner.

- c. The actual cost of the Work plus an allowance of 12 percent and 5 percent for the General Contractor and Subcontractor, respectively.
- 4.2.6 Claims for Additional Costs: In case of an emergency which threatens loss or injury of property or safety of life, the Contractor shall be allowed to act, without previous instructions from the Design Professional, in a diligent manner. The Contractor shall notify the Design Professional immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted, but in no case more than 7 calendar days following the event causing the emergency, to the Design Professional for consideration. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided under these General Conditions. No agreement to pay costs for additional work shall be effective until included in a Change Order approved by the Owner, Contractor and the Design Professional.

ARTICLE 5 -- SUBCONTRACTORS

5.1 ASSIGNMENT OF CONTRACT

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

5.2 SUBCONTRACTS

- 5.2.1 The subcontracting of the whole or any part of the Work to be done under this Contract will not relieve the Contractor of his responsibility and obligations. All transactions of the Owner or Design Professional shall be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.
- 5.2.2 The Contractor shall discharge or otherwise remove from the project any Subcontractor that the Owner or the Design Professional has reasonably determined as incompetent or unfit.
- 5.2.3 The Contractor may not change those Subcontractors listed on the proposal without the written approval of the Owner and Design Professional. The Contractor shall not be relieved of any liabilities under this Contract, but shall be fully responsible for any Subcontractor or work by said Subcontractor where Subcontractor is employed by the Contractor to perform work under this Contract. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor and the State.
- 5.2.4 No officer, agent, or employee of the Owner, including the Design Professional, shall have any power or authority to bind the Owner or incur any obligation in his behalf to any Subcontractor, material supplier or other person in any manner whatsoever.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OTHER CONTRACTS

- 6.1.1 The Owner reserves the right to award other contracts in connection with the Project. The Contractor shall cooperate with the other contractors with regard to the storage of materials and equipment, access to the site, and execution of their work. It shall be the Contractor's responsibility to inspect the work of other contractors which will affect the work of this Contract and to report to the Owner irregularities which will not

permit him to complete his work in a satisfactory manner or in the time allotted. Failure to so report shall constitute an acceptance of the work of other contractors.

6.2 DEPENDENCE ON OTHERS

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

ARTICLE 7 -- CHANGES IN THE WORK

7.1 GENERAL

- 7.1.1 The Owner may, as the need arises, without invalidating the Contract, order changes in the work in the form of additions, deletions, or modifications. Compensation to the Contractor for additional work or to the Owner for deductions in the work and adjustments for the time of completion shall be adjusted at the time of ordering such change.
- 7.1.2 Additional work shall be done as ordered in writing by the Owner. The order shall state the location, character, and amount of extra work. All such work shall be executed under the conditions of the Contract, subject to the same inspections and tests.
- 7.1.3 The Design Professional and the Owner reserve and shall have the right to make changes in the Contract Documents and the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner.

7.2 CHANGE ORDERS

- 7.2.1 A Change Order is a written instrument, prepared by the Design Professional and approved by the Owner stating their agreement upon the following, separately or in any combination thereof:
- a. Description and details of the work.
 - b. Amount of the adjustment in the Contract Sum.
 - c. Extent of the adjustment in the Contract Time.
 - d. Terms and conditions of the Contract Documents.
- 7.2.2 Change Order requests by the Contractor shall be submitted in a complete itemized breakdown, acceptable to the Owner and the Design Professional.
- 7.2.2.1 Where unit prices are stated in the Contract, Contractor should submit an itemized breakdown showing each unit price and quantities of any changes in the Contract Amount. The value of all such additions and deductions shall then be computed as set forth in Paragraph 7.2.2.3.
- 7.2.2.2 The Contractor shall present an itemized accounting together with appropriate supporting data for the purposes of considering additions or deductions to the Contract Amount. Supporting data shall include but is not limited to the following:
- a. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker or workmen's compensation insurance;

- b. Cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- d. Costs of premiums for all bonds and insurance, permit fees, and sales, use of similar taxes related to the Work; and
- e. Additional costs of supervision and field office personnel directly attributable to the change.

The burden of proof of cost rests upon the Contractor. Contractor agrees that 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 granting of such cost.

7.2.2.3 When unit prices are stated in the contract, compute requests for changes be they additions or deductions as follows:

- a. For work performed by the Contract:

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

- b. Credit for work deleted shall be computed as outlined in 7.2.2.3 a. through e., except the Contractor's share of overhead and profit percentage is seven percent.
- c. For added work performed by Subcontractors: Subcontractors shall compute their work as outlined in 7.2.2.3 a. through e. To the cost of that portion of the work (Change) that is performed by the Subcontractor, the Contractor shall add an Overhead and Profit Change of five percent plus the Allowable Bond Premium.
- d. For work deleted by a Subcontractor: Subcontractors shall compute their work as outlined in 7.2.2.3 a through e, except that the overhead and profit shall be seven percent and the Contractor's overhead and profit shall be five percent.

7.3 PAYMENT FOR CHANGES IN THE WORK

- 7.3.1 All changes in the Work will be paid for in the manner indicated in Article 4, Paragraph 4.2, and the compensation thus provided shall be accepted by the Contractor as payment in full for the use of small tools, superintendent's services, premium on bond, and all other overhead expenses incurred in the prosecution of such work.
- 7.3.2 The Owner shall not be deemed to have agreed to any costs for additional work, to have agreed to additional time for completion, or to have agreed to any other change in the terms and conditions of the Contract Documents until Owner, Design Professional and Contractor have executed a Change Order to this Contract.

ARTICLE 8 -- TIME

8.1 DEFINITIONS

- 8.1.1 Contract Time is the period of time identified in the Contract Documents for Substantial Completion of the Work, including authorized adjustments made as part of Change Orders agreed to by the Owner, the Design Professional and the Contractor.
- 8.1.2 Date for commencement of the Work is the fifth calendar day following the date of mailing, by regular mail, of the Notice to Proceed, unless otherwise stated in the Contract.
- 8.1.3 Date of Substantial Completion is the date certified by the Design Professional and the Owner.

8.2 PROGRESS

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

8.3 HOLIDAYS

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

8.4 DELAYS

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

ARTICLE 9 -- PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

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

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

9.2 SCHEDULE OF VALUES

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

9.3 MEASUREMENT OF QUANTITIES

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

9.4 REQUESTS FOR PAYMENT

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

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

9.4.3 The Contractor shall furnish the Design Professional all reasonable facilities and job tickets required for obtaining the necessary information relative to the progress and execution of the Work and the measurement of quantities. Each Request for Payment shall be computed from the work completed on all items listed in the approved schedule of values less 5 percent of the adjusted Contract Sum and less previous payments to the Contractor on the Contract.

9.5 PERIODIC ESTIMATES FOR PAYMENT

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

9.5.2 From the total of the amount estimated to be paid, the contractor shall be entitled to payment of ninety-five percent (95%) of the earned progress payments when due, with the owner retaining five percent (5%) to assure faithful performance of the contract.

If the construction contract allows for phased work in which completion may occur on a partial occupancy, any retention proceeds withheld and retained under this section shall be partially released within thirty (30) days under the same conditions under this section in direct proportion to the value of the part of the capital improvement completed.

All sums withheld by the owner shall be paid to the contractor within thirty (30) days after the construction contract has been completed.

In the event the construction contract requires the contractor to purchase and furnish materials or equipment that will be stored on the job site or in a bonded warehouse by the contractor and used in the job as required by the construction contract, no retainage will be withheld on that amount of the submitted progress payment pertaining to the cost of these stored materials or equipment

9.6 **PAYMENT FOR INCREASED OR DECREASED QUANTITIES**

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

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

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

- a. Approve the Request for Payment as submitted by the Contractor, and transmit same to the Owner.
- b. Approve an adjusted amount as the Design Professional will decide is due the Contractor informing the Contractor in writing of the reason for the adjusted amount, and transmit same to the Owner.
- c. Withhold the Request for Payment submitted by the Contractor informing the Contractor and the Owner in writing of the reason for withholding the request.

9.8 **OWNER'S ACTION ON A REQUEST FOR PAYMENT** (See also 9.9)

9.8.1 The Owner will, within ten working days plus transmittal time between the various state agencies involved, act on a Request for Payment after approval by the Design Professional by one of the following:

- a. Approve the Request for Payment as approved by the Design Professional, and forward the Pay Request to the Owner's Contract Administrator in Finance for review and approval prior to submission to Owner's Accounts Payable for payment.

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

9.9 **ARKANSAS STATE AGENCIES ACTION ON A REQUEST FOR PAYMENT**

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

9.10 **WITHHOLDING PAYMENT**

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

9.11 **PAYMENT FOR UNCORRECTED WORK**

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

9.12 **PAYMENT FOR REJECTED MATERIALS AND WORK**

9.12.1 The removal of rejected Work and materials and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor. The Contractor shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement with acceptable work.

9.13 **DATE OF SUBSTANTIAL COMPLETION**

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

9.14 FINAL COMPLETION AND PAYMENT BY OWNER

- 9.14.1 The Contractor shall furnish a letter from the Design Professional attached to the Contractor's final estimate, which shall include all retainage withheld, certifying that the Design Professional has received and approved all guarantees, bonds, maintenance and operation manuals, air balance data, shop drawings, catalog data, and record documents specified in the Contract Documents.
- 9.14.2 Before final payment, the Contractor shall furnish to the Design Professional executed copies of the Release of Claims and Consent of the Performance and Payment Bond Surety for Final Payment. Items listed in this Section Nine (9) shall be submitted with and at the same time as the final estimate to the Design Professional and shall be promptly delivered by the Design Professional to the Owner. No final payment or release of retained amounts shall be made without complete compliance with this Section Nine (9), and approval by the Owner of the Final Pay Request, which shall include payment of all retained amounts,
- 9.14.3 Any claim by the Contractor to the Owner for interest on a delinquent final payment shall only be made pursuant to Ark. Code Ann. § 22-9-205.

9.15 PARTIAL OCCUPANCY OR USE

- 9.15.1 The Owner may occupy or use any completed or partially completed portion of the Work provided such use or occupancy is consented to by the insurer and authorized. The Contractor will prepare a list of items to be completed or corrected before partial acceptance. Upon receipt of the Contractor's list, the Design Professional will make an inspection to determine whether the Work or portion thereof is substantially complete. No portion of the work shall be considered substantially complete unless described in a Certificate of Substantial Completion Form approved by the Contractor, Owner and the Design Professional.
- 9.15.2 The Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to Work and insurance, identify work items to be corrected or completed by the contractor and shall fixing the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion, unless another timeframe is stated in the Certificate of Substantial Completion. No retained amounts shall be paid until the Contractor, Design Professional and the Owner approve a Certificate of Substantial Completion for all of the Work unless specifically provided for by this contract, and all other conditions for final acceptance of this Work are met to the satisfaction of the Owner.
- 9.15.3 Instances where some of the Work is "sectioned" out and substantially completed, the retained amounts shall not be paid until the final Certificate of Substantial Completion of the entire Work is approved by the Contractor, Design Professional, and the Owner and all other conditions of this Section Nine (9) are met by the Contractor.

9.16 FINAL INSPECTION

- 9.16.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents, laws, ordinances, or any public authority having jurisdiction shall be made at the appropriate time. The Contractor shall give the Design Professional timely notice of when and where tests and inspections shall be made so that the Design Professional may be present. The Contractor shall make arrangements for the testing and inspection with an independent testing laboratory.
- 9.16.2 The Contractor shall ensure that the final completed work is in accordance with the Contract Documents. Required certificates of testing and inspection shall be secured by the Contractor and delivered to the Design Professional, unless otherwise required by the Contract Documents.

9.17 ASSIGNMENT OF WARRANTIES

- 9.17.1 All warranties of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of the Work and at such time as the Contractor receives final payment.
- 9.17.2 In case of warranties covering work performed by subcontractors, such warranties shall be addressed to and in favor of the Owner. The Contractor shall be responsible for delivery of such warranties to the Owner prior to final acceptance of the work.
- 9.17.3 Delivery of guarantees or warranties shall not relieve the Contractor from any obligation assumed under any provision of the Contract. All warranties shall be for one year from the date of Substantial Completion of the Project, unless extended otherwise.

9.18 ACCEPTANCE AND FINAL PAYMENT

- 9.18.1 Upon receipt of written notice that the Work is ready for final inspection, the Design Professional together with the Owner will conduct such inspection and when the Design Professional determines the work is acceptable to the Design Professional and the Owner, the Design Professional shall certify his acceptance to the Owner. Final Payment shall be the Contract Sum plus approved Change Order additions less approved Change Order deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the Work. The Owner, upon approval by the Design Professional of all documentation to be provided by the contractor in accordance with this Section 9, and approval by the Design Professional, Contractor and Owner of the Certificate of Substantial Completion will accept the Work and release the Contractor, except as to the conditions of the Performance and Maintenance Bond, any legal rights of the Owner, required guarantees and correction of faulty work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Design Professional to assemble and check the necessary data.
- 9.18.2 Acceptance of final payment by the Contractor shall constitute waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Request for Payment. Any claims for interest on delinquent payments shall be made pursuant to Ark. Code Ann. § 22-9-205.

ARTICLE 10 -- PROTECTION OF PERSONS AND PROPERTY

10.1 GENERAL

- 10.1.1 The Contractor shall at all times exercise precaution for the safety of employees on the Project and of the public, and shall comply with all applicable provisions of federal, state and municipal safety laws and applicable building and construction codes. The Contractor shall provide and maintain passageways, guard fences, lights, and other facilities for protection required by all applicable laws. All machinery, equipment, and other physical hazards shall be guarded in accordance with all federal, state or municipal laws or regulations.
- 10.1.2 The Work, from commencement to completion, and until written acceptance by the Design Professional, and the Owner or to such earlier date or dates when the Owner may take possession and control in accordance with Section Nine (9) of these General Conditions, shall be under the charge and control of the Contractor and during such period of control by the Contractor, all risks in connection therewith shall be borne by the Contractor. The Contractor shall make good and fully repair all damages to the Project by reason of the Contractor's negligence, and make good on all injuries to persons caused by any casualty or cause by reason of the Contractor's negligence. The Contractor shall adequately protect adjacent Property as provided by law and the Contract Documents. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property during the control by the Contractor of the project or any part thereof.

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

10.2 ENVIRONMENTAL

10.2.1 The University of Arkansas is a member of the Northwest Arkansas Storm Water Compliance Group, a consortium of counties, cities, towns, and campuses dedicated to maintaining watershed quality in the White and Illinois River drainages. Accordingly, The Contractor shall at all times assure that hazardous substances are kept clear of storm water drains, including, but not limited to, roof drains, and that no hazardous materials are released either directly, or via the campus storm drain system into streams, ponds, or other waterways.

10.2.2 The Contractor is required to use "Best Management Practices" to avoid concrete washout to assure that all waterways remain silt free, and to comply with the National Clean Water Act, Phase II Storm Water Regulations.

10.2.3 The Contractor may be subject to fines by Arkansas Department of Environmental Quality (ADEQ) in the event of illicit discharge.

ARTICLE 11 -- INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

- 11.1.5 **Builder's Risk and Fire Insurance:** The Contractor shall procure and maintain during the life of this Contract Builder's Risk Insurance fire, lightning, extended coverage, vandalism, and property theft on the insurable portion of the Project on a 100 percent completed value basis against damage to the equipment, structures, or material. The Owner and the Contractor, as their interests may appear, shall be named as the Insured.
- 11.1.6 **Proof of Insurance:** The Contractor shall maintain the insurance coverages required by this contract (**see Supplemental Conditions for required coverages**) throughout the term of this contract, and shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled, or materially altered except after 15 days prior written notice has been received by the Owner."

11.2 **BONDS**

- 11.2.1 **Performance and Payment Bond:** The Contractor shall, at the time of execution of the Contract, furnish a bond covering faithful performance of the Contract and the payment of obligations. The Performance and Payment bonds, and any amendments thereto, shall be filed with the circuit clerk office in the County Courthouse of the county where the work shall be performed. For any increases to the contract amount, scope of work, time for completion or other terms relating to the Change Order, the Contractor may be required by Owner to furnish an amendment to the Bond agreement in which the Surety has agreed to amend the Performance and Payment Bond to reflect such revisions.

ARTICLE 12 -- UNCOVERING AND CORRECTION OF WORK

12.1 **EXAMINATION OF COMPLETED WORK**

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

12.2 **DEFECTIVE WORK**

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

12.3 **REJECTED MATERIALS**

- 12.3.1 Materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Design Professional, or are in any way unsuited or unsatisfactory for the purpose for which intended, shall be rejected. Defective materials shall be removed within ten days after notice by the Design Professional. The materials shall be replaced with new materials as necessary to comply with the Contract Documents at no additional cost to the Owner. The fact that the defective material may have been previously overlooked by the Design Professional shall not constitute acceptance.
- 12.3.2 Should the Contractor fail to remove and replace rejected material within the specified ten days after written notice to do so, the Owner may remove and replace the material and deduct the cost from the Contract Sum.

12.4 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

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

ARTICLE 13 -- MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1.1 The Contract shall be governed by the laws and regulations of the STATE OF ARKANSAS. Venue for any administrative action or judicial proceedings shall be Pulaski County, Arkansas. Nothing in these General Conditions shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- 13.1.2 The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work. The Contractor shall indemnify and save harmless the Owner against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by himself or his employees.
- 13.1.3 The Contractor shall comply with the laws of the local, state, and federal government regarding wages and hours of labor.

13.2 WRITTEN NOTICE

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

13.3 TESTS AND INSPECTIONS

- 13.3.1 All materials and each and every part of the Work shall be subject at all times to inspection by the Owner, Design Professional, or the Inspector. The Contractor shall be held to the intent of the Contract Documents in regard to quality of materials, equipment, and workmanship, and the diligent execution of the Contract. The inspection may extend to and include plant, shop, or factory inspection of material furnished. The Contractor agrees to allow Federal or State inspectors, acting in an official capacity, to have access to the job site.
- 13.3.2 The Owner, Design Professional, and Inspectors shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection for ascertaining if the Work as performed is in accordance with the requirements and the Contract Documents.
- 13.3.3 Inspectors shall only have authority to suspend any work in a life threatening situation which is being improperly done, subject to the final decision of the Owner or Design Professional. Inspectors shall have no authority to permit deviations, or to relax provisions of the Contract Documents without the written permission or instruction of the Owner and the Design Professional, or delay the Contractor by failing to work with reasonable promptness.

13.4 VERBAL AGREEMENTS

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

13.5 TOBACCO POLICY

13.5.1 Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products) by students, faculty, staff, and visitors are prohibited on all University of Arkansas properties, at all times. The Contractor shall familiarize himself with the policy, and cause his employees, sub-contractors, employees of sub-contractors, and anyone else involved with work on University of Arkansas properties, to become familiar with the policy. The contractor shall post a copy of this policy at a prominent location within the project job trailer. The complete policy may be viewed via the world wide web at the following address:
<http://vcfa.uark.edu/Documents/7240.pdf>

ARTICLE 14 -- TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 SUSPENSION OF WORK

- 14.1.1 The work or any portion thereof may be suspended at any time by the Owner provided that the Owner gives the Contractor written notice of the suspension. The notice shall set forth the date on which the work is to be suspended and the date on which the work is to be resumed. The Contractor shall resume the work upon written notice from the Owner within ten days after the date set forth in the notice of suspension.
- 14.1.2 The Owner will have the authority to suspend the work, wholly or in part, for such period of time as deemed necessary. The suspension may be due to unsuitable weather, or such other conditions as are considered unfavorable for the proper prosecution of the work, or the failure on the part of the Contractor to fulfill the provisions of the Contract. Failure to supply material, equipment, or workmanship meeting the requirements of the Contract Documents shall be just cause for suspension of the Work. The Contractor shall not have the right to suspend operations without the Design Professional or Owner's permission.

14.2 TERMINATION BY OWNER FOR CAUSE

- 14.2.1 The Owner will have the right to terminate the Contract upon giving ten days written notice of the termination to the Contractor and the Contractor's surety, in the event of any default by the Contractor and upon written notice from the Design Professional to the Owner that sufficient cause exists to justify such action. In the event of termination of the Contract, the Owner may take possession of the Work and of all materials, tools, and equipment and construction equipment and machinery thereon and may finish the work by whatever method he may select. If the Owner does not elect to use his own forces, the surety shall furnish a competent licensed contractor within 10 working days from the written notice to the surety.
- 14.2.2 It shall be considered a default by the Contractor whenever he shall become insolvent; declare bankruptcy assigns assets for the benefit of his creditors; fails to provide qualified superintendence, proper materials, competent subcontractors, competent workmen; fails to make prompt payments for labor, materials, or equipment; disregards or violates provisions of the Contract Documents; disregards the Owner's or the Design Professional's instructions; fails to prosecute the Work according to the approved schedule of completion, including extensions thereof as provided for by approved Change Orders; and fails to start the Work on the date established in the Notice to Proceed.

ARTICLE 15 – ALTERNATIVE DISPUTE RESOLUTION

15.1 MEDIATION

- 15.1.1 In the event of any dispute regarding the Contractor, Architect, Engineer, and/or Owner (hereinafter referred to as party/parties for this section only) under this Agreement, the party shall notify the appropriate Owner's Administrator in writing. The Owner's Administrator or his designee will then attempt to negotiate a settlement of the dispute between the parties.
- 15.1.2 If the Owner's Administrator, or designee, determines he is unable to negotiate a settlement between the parties, the parties may participate in mediation. A request for mediation must be made in writing to the Owner and the parties shall agree upon the location of the mediation. A Mediator mutually agreed upon by the parties shall conduct the mediation process. Mediation shall be voluntary, non-binding and all proceedings in connection with such shall be subject to this Agreement and applicable provisions of Arkansas law. Any mediation fees shall be borne equally between the parties. The parties shall coordinate mediation and the Owner shall notify the University of Arkansas System Office of any mediation prior to it taking place. The Owner's Administrator or his designee may view any and all mediation proceedings. Any settlements arising out of the mediation process must be approved by the University of Arkansas System Office.
- 15.1.3 Notwithstanding anything to the contrary contained herein, if any dispute arises between the Parties, whether or not it requires at any time the use of dispute resolution procedures described above, in no event, nor for any reason, shall the Contractor, Architect, or Engineer interrupt the provision of services/performance to the Owner, or perform any other action that prevents, slows down, or reduces, in any way, the provisions of the Agreement unless: (a) authority to do so is granted by the Owner or (b) the Agreement has been terminated by the Owner. Nothing in these contract documents, including the use of mediation, shall be construed to waive the sovereign immunity of the State of Arkansas or any entities thereof.

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS
Section 00800

MODIFICATIONS TO GENERAL CONDITIONS- Section 00810

ARTICLE 11 - INSURANCE AND BONDS

1 Subparagraph 11.1.1, add the following sentence:

The amount of such insurance shall be not less than the following or any limits required by law.

2 Subparagraph 11.1.2, add the following clause:

11.1.2.2 Worker's Compensation:

- | | | |
|----|----------------------|---|
| A. | State: | Statutory |
| B. | Applicable Federal | Statutory |
| C. | Employer's Liability | \$ 100,000.00 per Accident
\$ 500,000.00 Disease, Policy Limit
\$ 100,000.00 Disease, each Employee |

3 Subparagraph 11.1.3, add the following clause:

11.1.3.2 Comprehensive General Liability

- | | |
|---|---------------------------------------|
| General Aggregate: | \$ 1,000,000.00 |
| Completed Operations to be maintained for one year after final payment: | \$ 1,000,000.00 Aggregate |
| Personal Injury | \$ 1,000,000.00 Each Occurrence |
| Each Occurrence Limit | \$ 1,000,000.00 Each Occurrence |
| Automobile Liability (including owned, non-owned, and hired vehicles) Limit | \$ 1,000,000.00 Combined Single Limit |
| Umbrella Excess Liability | \$ 1,000,000.00 |

4 Subparagraph 11.1.4, add the following clause:

Owner's and Contractor's Protection Liability	\$ 1,000,000.00 Combined Single Limit
---	---------------------------------------

END OF DOCUMENT

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

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.

SOCIAL SECURITY NUMBER TAXPAYER ID #:	FEDERAL ID NUMBER OR	SUBCONTRACTOR: <input type="checkbox"/> Yes <input type="checkbox"/> No	SUBCONTRACTOR NAME:
TAXPAYER ID NAME:		IS THIS FOR: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> 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 <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

F O R A N E N T I T Y (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 <small>[senator, representative, name of board/commission, data entry, etc.]</small>	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								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

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. _____

UNIVERSITY OF ARKANSAS FACILITIES MANAGEMENT

Design and Construction
521 South Razorback Road
Fayetteville, Arkansas 72701

CONSTRUCTION ALLOWANCES FOR INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) ITEMS

The IDIQ process is a procurement method based on sets of products or systems. IDIQ providers earned that status through a stringent competitive bid system. The IDIQ system can be used in our campus facilities in a variety of ways. The IDIQ process establishes prices for products, installation, design effort, and other factors pertaining to that product or system. The University of Arkansas has procured IDIQ contracts for the following items:

1)Audio / visual equipment

Killian Digital
Spencer Cox
2664 E. Kearney
Springfield, MO 65803

2)Fire alarm / security alarm / closed circuit television (CCT) / card reader access. systems

Triple-S Alarm Co., Inc
Roderick Edwards
2820 Cantrell Road
Little Rock, AR 72202
Phone 501-664-4599

3)Meters

Rosemont Flow Meters (for chilled water & steam condensate) **working on update**
Spirax Sarco (for steam)
Square D (for electrical)

4)Temperature controls and building automation

Johnson Controls, Inc
1226 North Garland Ave.
Fayetteville, AR 72701
Phone 479-443-0571

5) Variable frequency drives (VFD)

Danfoss Graham
Gary Lee
Trigon Engineering Company
Little Rock, AR
Phone 501-312-2111

6) Fan Coils and Fan Powered Boxes

Trane
2499 S. Maestri Road
Springdale, AR 72762-9304
Phone: (479) 361-2030

The Architecture and Engineering Consultants shall use the stipulated manufacturers as the basis of design. As part of their service, Consultants shall perform a check of the IDIQ material quantities and pricing as allowances are developed for use in contractor bidding.