PROJECT MANUAL
INCLUDING SPECIFICATIONS
FOR CONSTRUCTION

BRYANT HIGH SCHOOL FENCING
Bryant School District
Bryant, Arkansas

ARCHITECT PROJECT NO. 23038
DATE: May 26, 2023

LEWIS
ARCHITECTS
ENGINEERS

ELLIOTT • MCMORRAN • VADEN
RAGSDALE • WOODWARD • INCORPORATED
501.223.9302 • FAX 501.223.9909 • WWW.LEMVRW.COM

11225 HURON LANE • SUITE 104 • LITTLE ROCK, AR 72211

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Not Used

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Not Used

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Not Used

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Attached

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BRYANT HIGH SCHOOL FENCING
BRYANT SCHOOL DISTRICT
BRYANT, AKRNASAS

Sealed proposals will be received on General Contract for BRYANT HIGH SCHOOL FENCING, BRYANT SCHOOL DISTRICT, BRYANT, ARKANSAS. The Owner will receive sealed proposals until 2:00 p.m., June 13, 2023, at the office of the Superintendent of Schools, Bryant School District, 1511 North Reynolds Road, Bryant, Arkansas, at which time they will be publicly read aloud. Any bids received after the stated time and opening date will be returned unopened.

The Proposed Contract Documents may be examined at the following locations:

Lewis, Elliott, McMorran, Vaden,
Ragsdale & Woodward, Inc. (Architect)
11225 Huron Lane, Suite 104
Little Rock, AR 72211

Office of the Superintendent of Schools
Bryant School District
1511 North Reynolds Road
Bryant, AR 72022

Dodge Construction Network (DCN)
http://Dodge.construction.com

Construction Market Data, LLC
www.constructconnect.com

Southern Reprographics, Inc.
901 West 7th St.
Little Rock, AR 72201

General Contractors may secure copies of the Proposed Contract Documents from the Architect on the following basis:

One set of the Project Manual, including Specifications, plus one set of Drawings upon payment of any costs of shipping and $100 deposit. Deposit is completely refundable if all sets are returned to the Architect in good condition within five days after bid opening. General contractors who secure plans but do not submit legitimate bids shall forfeit their deposit.

Subcontractors and material suppliers may obtain additional copies of the Project Manual, including Specifications, plus additional sets of prints of the Drawings, upon payment of $100 per set, nonrefundable.

No partial sets will be issued.

All bidders must be licensed in the State of Arkansas, as provided by Act 142 of 1967, amended by Act 293 of 1969, and Act 397 of 1971, and Act 546 of 1971, as enacted by the General Assembly of the State of Arkansas.

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Bid proposals must be accompanied by a bidder's bond or cashiers check in the amount of five percent (5%) of the bid, made payable to the Bryant School District, Bryant, Arkansas.

The successful bidder will be required to furnish satisfactory performance and payment bond using AIA Document A312.

The Owner reserves the right to waive any informality, or to reject any or all bids.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of the bids, without written consent of the Owner.

Bryant School District
Dr. Karen Walters, Superintendent
1511 North Reynolds Road
Bryant, AR 72022

Lewis, Elliott, McMorran, Vaden,
Ragsdale & Woodward, Inc.
11225 Huron Lane, Suite 104
Little Rock, AR 72211
Telephone: (501) 223-9302

END OF NOTICE TO BIDDERS

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INSTRUCTION TO BIDDERS

1. Securing Documents:

Copies of the proposed Contract documents are on file at the office of the Architect:

Lewis, Elliott, McMorran, Vaden,
Ragsdale & Woodward, Inc.
11225 Huron Lane, Suite 104
Little Rock, AR 72211

2. General Instructions, Terms and Conditions:

a. These General Instructions, Terms and Conditions and any special terms and conditions become part of any contract entered into in the event any part or all of the bid is accepted by Bryant School District.

3. Definitions:

a. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, are applicable to these Instructions to Bidders.

b. Bidding documents include the advertisement or invitation to bid, execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by addition, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the construction contract is executed.

c. The words vendor, bidder, offerer, company, proposer and contractor may be used synonymously in this document.

d. The terms "District" or "Owner" are used interchangeably and refer to the Bryant School District.

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

4. Examination of Drawings, Specifications, and Site of Work:

a. Before submitting a bid, each bidder shall carefully examine the Drawings, read the Specifications and all other proposed Contract Documents, and visit the site of the Work. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.

b. Should the bidder find discrepancies in, or omissions from the drawings, or other bidding documents, or should he be in doubt as to their meaning, he should at once, notify the Architect, who will send a written addendum to all bidders. Neither the Owner nor the Architect will be responsible for any oral instructions. Any addenda issued during the time of bidding are to be covered in the proposal and in closing a contract, they will become a part thereof.

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5. Bidding Procedures:

a. Proposals shall be made upon the bid form issued by the Architect. The signature of the individual authorized to bind the bidder shall be in longhand; no oral, or telephonic proposals will be considered, but modifications by fax of bid already submitted will be considered if received prior to the hour set for opening.

b. Proposals shall also include "Bidder Assurances and Disclosure" form as issued by the Architect. Failure to include the "Bidder Assurances and Disclosure" form may result in disqualification.

c. Proposals, including "Bidder Assurances and Disclosure" form, must be signed by an individual authorized to bind the bidder. The person signing the bid should show title or authority to bind his/her firm to a contract. Signature must be in ink. Failure to sign the bid may result in disqualification. Bid must be completed in ink or typed. "Bidder Assurances and Disclosure" form must be notarized.

d. Proposals shall be addressed to and mailed to the Owner at the Owner's address as shown on the Bid form or delivered to the place designated for opening of bids before the time for opening the bids as set forth in the Notice to Bidders, enclosed in an opaque, sealed envelope, addressed as stated above, marked "Proposal" and bearing the title of work and the name and address of the bidder.

e. Bids received prior to the time of opening will be kept, unopened. No bid received after the hour set for their opening, will be considered, except that when a bid arrives by mail after the time fixed for opening, but before the award is made, and is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails, a fault for which the bidder was not responsible, such bids will be received and considered. No responsibility will be assumed by any person for the premature opening of a bid not properly addressed and identified.

f. In case of a difference in written words and figures the amount in written words shall govern.

6. Bid Bond:

a. A 5% bid bond or a certified check in the amount of 5% of the bid shall accompany all bids submitted on projects that exceed $35,000 (A.C.A. § 22-9-203). The bid bond shall be executed by a surety company approved by the Owner, and authorized to do business in the State of Arkansas. In lieu of bond, the Bidder may furnish a cashiers check, in an amount equal to 5% of Bid, drawn on National Bank or a Bank having a membership in the Federal Reserve System and signed by the President or Cashier. The successful bidder's security will be retained until he has signed the Contract and furnished the required Labor and Materials Payment and Performance Bond. The Owner reserves the right to retain the security of the next lowest bidder until the lowest bidder enters into contract or until 60 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable. If any bidder refuses to enter into a contract, the Owner will retain his bid security as liquidated damages but not as a penalty.

7. Wage Requirements:

a. Contractors attention is called to the fact that the wage rates for laborers and mechanics engaged in the construction of the project will be not less than required in full compliance with any state minimum wage law that may be applicable, or any published wage scales bound here in the project manual.

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8. Construction time and liquidated damages:

The Agreement will include a stipulation that the Work be completed in a period of time established in the Bid Form. The Agreement will also include a stipulation that liquidated damages will be established in the amount as indicated on the Bid Form per calendar day for each calendar day after the completion date that the Work is not fully completed and the Owner is unable to occupy and utilize the new construction.

9. Substitutions:

a. Where a definite material is specified, it is not the intent to discriminate against any "approved equal" product of another manufacturer. It is the intent to set a definite standard.

b. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when required by the Architect.

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

d. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. Information shall be submitted in a format that compares the proposed product in a direct comparison to the specified product; line number to line number in specifications. A statement setting forth changes in other materials, equipment or other portion of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

e. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

f. No substitutions will be considered after the Contract award unless specifically provided in the Contract documents.

g. No substitution shall be made unless authorized in writing, by the Architect.

h. All bidders shall base their proposals on the material or specialty specified. Any proposal for substitution shall be submitted within 30 days after the award of the contract.

i. Should a substitution be accepted and should the substitute material prove defective or otherwise unsatisfactory for the service intended within the guaranty period, the Contractor shall replace this material or equipment with that which was originally specified, without cost to the Owner.

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10. Conflict of Interest:

a. By submitting a bid, the Contractor represents and warrants that no director, board member or employee of the District is in any manner interested directly or indirectly in the bid or contract which may result from the bid or in any of the expected profits which might arise therefrom; further, that no attempt has been made to influence or gain favorable advantage by communicating directly or indirectly with any official of the School District. It is understood that any action taken which might tend to degrade the integrity of the competitive bidding process will be considered as grounds for disqualification or a breach of this contract.

11. Qualifications of bidders:

a. The bidder will not be acceptable if he is engaged on any other work which impairs his ability to finance this contract or provide proper equipment for the proper execution of same.

b. The bidder must be prepared to furnish a performance bond and labor & material payment bond in accordance with the Contract Documents written by a surety company authorized to do business in the State of Arkansas.

c. Contractor shall name the sub-bidder whose bid he proposes to use on Mechanical (Plumbing, Heating, Ventilation, and Air Conditioning), Electrical and Roofing and Sheet Metal, and any other subcontractor, as provided on the Form of Bid.

d. In determining the responsibility of the low bidder, the following will be considered; whether the contractor has:

1. Permanent place of business.
2. Experienced job superintendent available.
3. Adequate equipment.
4. Financial ability to perform contract.
5. Had appropriate experience.
6. State contractor's license.

12. Rejection of bids:

a. The Bidder acknowledges the right of the School District to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the School District to reject a bid if the Bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular. The School District may reject any and all bids and may reject a bid of any party who has failed to perform, been unfaithful and/or delinquent in any former relationship with the School District. The School District shall be the sole judge as to which bid is best and, in determining that fact, may consider the contractor's business integrity, financial resources, experience, facilities and/or capacity for performing the work.

13. Submission of post-bid information:

a. Upon receipt of written notice of the acceptance of his bid, the successful Contractor shall execute a contract, in accordance with good and sufficient surety or sureties, within ten (10) calendar days after the prescribed forms are presented for signature. Required bond and insurance documents shall be furnished with the executed contract.

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b. Within seven (7) days after execution of the contract, the Contractor shall furnish to the Architect a statement of costs for each major item or the work included in his bid and a list of the subcontractor's proposed for the principal portions of the work. The bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the required work.

c. The Contractor will be required to keep an accurate accounting of all labor and materials entering into the job. It will be required that this be brought up to date each month.

14. Assignments:

Neither this contract nor any interest therein nor claim thereunder may or shall be assigned or transferred by the Contractor except as expressly authorized in writing by the School District. No contract, subcontract or agreement shall be made by the Contractor with any other party for furnishing any of the product, work or services herein contracted without the written approval of the School District.

15. Contract Changes:

In no event shall any understanding or agreement, contract modification, change order or other matter which would constitute a deviation from the terms of this contract be effective or binding upon the School District unless expressly stated and agreed to in writing executed by the School District official possessing contractual authority for said district.

16. Contract Guidelines:

Offerers agree that a contract does not become effective until it is awarded and a written agreement, purchase order, award letter, or other notice to proceed is executed or issued by the School District and the Architect.

17. Non-Collusive Affidavit:

By submitting a bid, the company and the individual personally signing the bid represent and warrant that such bid is genuine and is neither collusive nor made for or on behalf of any person not named, and that he has neither induced nor solicited any other company to place a sham bid nor directly or indirectly caused another company to refrain from or be unable to present a bid.

18. Penalty for Collusion:

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid, colluded with any other part or parties, then, in the sole discretion of the District, the contract so awarded shall be null and void or considered breached and the contractor shall be liable to the District for any and all loss and damage of whatsoever nature, which the District may suffer and the District may seek a new contractor.

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19. Non-Discrimination:

The company shall not discriminate against, or segregate, a person or a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, familial status, national origin, ancestry, disability of condition of acquired immune deficiency syndrome (AIDS) or AIDS-related complex in carrying out is duties and obligations pursuant to this agreement nor shall the company or any person claiming under or through the company establish or permit any such practice or practices of discrimination or segregation. The company must include in any and all subcontracts a provision similar to the proceeding.

20. Proprietary Information:

All information submitted in response to this bid is public after the bid opening. The bidder should not include as a part of the response to the invitation to bid any information which the bidder believes to be a trade secret or otherwise privileged or confidential. If the bidder wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. The District does not warrant or agree to, but will endeavor to, keep that information confidential. Contractor acknowledges that information in the possession of the District may be subject to the provisions of the Arkansas Freedom of Information Act.

21. Reservations:

The IFB does not commit the District to award a contract, to pay any costs incurred in the preparation of a bid in response to the invitation, or to procure or contract for services or supplies. The District reserves the right to accept, or reject, in part or its entirety, any bid received as a result of the IFB, it is is in the best interest of the District to do so.

22. Severability:

The finding or determination of any part or parts of the General Instruction, Terms and Conditions is void, unenforceable, invalid or voidable shall result in only that part being stricken with the remainder to continue in full force and effect.

23. Withdrawal of Bid: A bid may be withdrawn before the expiration of the time during which bids may be submitted, without prejudice, by submitting a written request for its withdrawal to the District Contracting Official.

24. No Smoking Policy: The Bryant School District has a No Smoking Policy on all school properties.

It is the policy of the Board of Education that all uses of tobacco and tobacco products, including smokeless tobacco, will be prohibited on all District facilities. At no time will the use of tobacco products be permitted in classrooms, corridors, restrooms, locker rooms, work areas, cafeterias, offices, faculty lounges, gymnasiums, all other rooms and school grounds.

This policy applies to all Staff Members, Students, Visitors, General Contractors, Sub-Contractors, and Vendors. This policy is strictly enforced without exception.

END OF SECTION

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BID FORM

BRYANT HIGH SCHOOL FENCING
BRYANT SCHOOL DISTRICT
BRYANT, ARKANSAS

Proposal of_____

License No._____of_____
City State

Date_____

To the
Board of Education
BRYANT School District
BRYANT, Arkansas

1. Pursuant to and in compliance with the invitation to bid and the Proposed Contract Documents relating to construction of:

BRYANT HIGH SCHOOL FENCING
BRYANT SCHOOL DISTRICT
BRYANT, ARKANSAS

Including
addenda_____

The undersigned, having become thoroughly familiar with the terms and conditions of the Proposed Contract Documents and with local conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor, and materials, and to do all of the work required to construct and complete said work in accordance with the Contract Documents, for the following sum of money:

A. BASE BID: All labor, materials, services, and equipment necessary for completion of the Work as shown on the Drawings and in the Specifications.

_____dollars ($_____)

B. TRENCHING SAFETY SYSTEMS: Ark. Code Ann. §22-9-212 requires the Contractor to indicate on this bid form the cost of Trenching Safety Systems. (Note: This cost shall be included in the above Base Bid.)

_____dollars ($_____)

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2. I understand that the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of thirty (30) days from the date prescribed for its opening.

3. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty (30) days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor, and Material Payment Bond and proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

4. Accompanying this proposal is a bid bond or cashiers check in the amount of _____dollars ($_____) which will become the property of Bryant School District as liquidated damages if the undersigned fails to perform the requirements of Paragraph 3.

5. The accompanying "Bidder Assurances and Disclosure" form has been completed, signed and notarized.

6. The undersigned hereby agrees to complete the work within 120 calendar days after issuance of Notice To Proceed, and that the Owner may retain the sum of one thousand dollars ($1,000) from the amount of compensation to be paid the undersigned for each calendar day after the above mentioned time that the work remains incomplete. The amount is agreed upon as the proper measure of liquidated damages which the Owner will sustain per day by the stipulated time and is not construed in any sense as a penalty.

7. The undersigned respectfully submits this bid:

Sign here:

_____

_____
Signature of Bidder

NOTE: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

_____

Telephone Number: _____

Email Address: _____

Fax Number: _____

Date of Proposal: _____

END OF BID FORM

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Bidder Assurances and Disclosure -
School District Bid

Name of School District:_____

Bid Description/Number:_____

Bid Opening Date:_____

Assurances:

I, _____ hereby state:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and school district officials, as well as facts pertaining to the giving or offering of things of value to school district personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
    a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
    b. To any collusion with any school district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or
    c. In any discussions between bidders and any school district official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.
4. I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

Disclosure:

1. Does any school board member or employee of the school district have a financial interest in your business or hold a position as officer, director, trustee, partner, or other top level management?_____ Yes _____No

2. Does any school board member or employee of the school district have a family relationship with anyone employed by your business? _____Yes _____No

(If the answer is yes to either of the above questions, provide details in a separate attachment to this form.)

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3. Did you or your company assist the school district or any agent of the school district with the development of the bid specifications? _____Yes _____No
   If yes:
   a. Were you or your company compensated? _____Yes _____No
   b. Is your company's name or identity included anywhere within the specifications? _____Yes _____No
   c. Were you offered any preferential treatment in the bid evaluation process? _____Yes _____No

(If the purchase will be from the school district's federal child nutrition food service fund, potential bidders cannot have input into the development of specification. – 7 Code of Federal Regulations 3016.60(b))

_____ _____
Signature Date

_____ _____
Name Title

_____
Company

Subscribed and sworn to before me this _____day of _____, 20_____.

_____
Notary Public

Any person determined to have made a false statement on the form or any bidder who acts contrary to the provisions of the form after its agent has executed the form shall be guilty of a Class C misdemeanor.

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REQUIRED CONTRACT FORMS

The following are the construction document forms that, where required by the Architect, will be used during this project. These documents are either furnished in the project manual or available for inspection at the Architect's office:

Lewis, Elliott, McMorran, Vaden,
Ragsdale & Woodward, Inc.
11225 Huron Lane, Suite 104
Little Rock, AR 72211

Bid Form	As furnished in Project Manual
*Form of Agreement Between Owner & Contractor	AIA Document A101
Contractors Qualification Statement	AIA Document A305
Bid Bond	AIA Document A310 or Cashier's Check
Performance Bond and Labor and Material Payment Bond	AIA Document A312
Insurance and Bonds	AIA Document A101 – 2017 Exhibit A
*Change Order	AIA Document G701
Application and Certificate for Payment	AIA Document G702 and G703
*Certificate of Substantial Completion	AIA Document G704
Certificate of Insurance	Acord Form (See sample furnished)
Contractor's Affidavit of Payment of Debts and Claims	AIA Document G706
Lien Waiver Form (Builder's or Contractor's Affidavit)	As furnished in Project Manual
Consent of Surety - to Reduction or Partial Releases of Retainage	AIA Document G707A
Consent of Surety Company to Final Payment	AIA Document G707
*Architect's Supplemental Instructions	AIA Document G710
Proposal Request	AIA Document G709
Construction Change Directive	AIA Document G714
Project Team Directory	AIA Document G808

*Indicates forms furnished and procedures initiated by the Architect.

END OF REQUIRED CONTRACT FORMS

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SAMPLE OF LIABILITY
INSURANCE FORM

GENERAL:

The Contractor's insurance carrier shall supply the "Acord Certificate of Insurance" form exactly as shown on the sample form furnished in this Project Manual, and a notarized letter of endorsement "Specifically permitting the waiver of rights provision in Article 11.1.2.7 of the General Conditions of the Contract for Construction, AIA Document A201, as amended by the Supplementary Conditions and bound into this Project Manual".

END OF SECTION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Agency Contact Person	
ABC Insurance Agency	PHONE (A/C, No, Ext): (111) 111-1111	FAX (A/C, No): (111) 111-1111
Mailing Address	E-MAIL ADDRESS: agent@email.com	
City ST Zip Code		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Insurance Company	11111
INSURER B :	Insurance Company	11111
INSURER C :	Insurance Company	11111
INSURER D :	Insurance Company	11111
INSURER E :	Insurance Company	11111
INSURER F :		

INSURED
ABC Construction Company
Mailing Address
City ST Zip Code

COVERAGES **CERTIFICATE NUMBER:** 2022 Sub Sample Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	Policy Number	12/10/2022	12/10/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Policy Number	12/10/2022	12/10/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	Policy Number	12/10/2022	12/10/2023	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	Policy Number	12/10/2022	12/10/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Builders Risk Property Insurance			Policy Number	12/10/2022	12/10/2023		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
ABC Insurance Agency	ABC Construction Company
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Attach policy forms regarding Additional Insured, Blanket Waiver of Subrogation, Notice of Cancellation, Primary/Non-Contributory status, etc that are applicable to the policies listed on this certificate:

General Liability:
*Owner & Architect shall be named as an Additional Insured or included in Blanket Additional Insured policy form
*Per Project Aggregate Limit of Liability
*Primary Non-contributory endorsement
*Waiver of Subrogation in favor of Certificate Holder
*30 Day Notice of Cancellation in favor of Certificate Holder

Workers Compensation:
*Waiver of Subrogation in favor of Certificate Holder

Umbrella:
*Confirmation of Following Form for Additional Insured & Waiver of Subrogation on underlying policies

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LIEN WAIVER FORM

STATE OF ARKANSAS

COUNTY OF_____

_____of_____
(Name) (Address)

being first duly sworn deposes and says:

That he is the sub-contractor and/or material supplier who worked on or furnished material to be used in the construction and improvements on the property located in _____, more particularly described as follows:

Affiant further states that all material used therein was of the quality prescribed in plans and specifications approved by the architects, Owner, or both, that all laws, ordinances, building codes and civic regulations concerning construction or repair of building(s) have been complied with and that the Owner has inspected said improvements and accepted same as being complete and satisfactory.

Affiant further states that all charges and costs for labor performed, material furnished, and fixtures installed on said premises have been fully paid; that said premises are free and clear of all lienable claims whatsoever arising under and by virtue of said construction, and warrants and guarantees to hold Owner, and those claiming under the Owner, including any mortgagee or title insurance company, free and immune from any liability therefore.

The release is given in order to induce payment in the amount of _____ and on receipt of this amount due, this release may be recorded, becomes valid, enforceable and of full effect.

Affiant further states that said construction began on the_____day of_____2023 and was completed on or before the _____day of _____2023, and he acknowledges receipt of all monies due him in connection therewith.

_____
Sub-Contractor/Material Supplier

STATE OF ARKANSAS
COUNTY OF_____

Subscribed and sworn to before me this_____day of_____, 2023.

_____
Notary Public

My commission expires:
_____ Seal

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"THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", STANDARD FORM OF THE AMERICAN INSTITUTE OF ARCHITECTS, 2017 EDITION, A.I.A. DOCUMENT, A201, ARTICLES 1 THROUGH 15 INCLUSIVE, CONSISTING OF THIRTY NINE PRINTED PAGES, ARE HEREBY INCORPORATED AS A PART OF THE PROJECT MANUAL AND SHALL BE AS THOUGH THEY WERE ATTACHED HERETO. THE GENERAL CONDITIONS ARE ON FILE FOR PUBLIC INSPECTION AT THE OFFICE OF LEWIS, ELLIOTT, MCMORRAN, VADEN, RAGSDALE & WOODWARD, INC., 11225 HURON LANE, SUITE 104, LITTLE ROCK, ARKANSAS."

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SUPPLEMENTARY
CONDITIONS

1. The "General Conditions of the Contract for Construction", AIA Document A201, 2017, Articles 1 through 15 inclusive, is a part of this Contract.

2. The following supplements shall modify, delete, and/or add to the General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered an added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

3. Add subparagraph 1.1.9:

"The word "Provide" shall mean to furnish and install, complete in place, operating, tested and approved".

4. Add subparagraph 1.1.10:

"The word "Product(s)" refers to the materials, systems, and equipment provided by the Contractor".

5. In subparagraph 3.4.3, add: "Any person whose work is unsatisfactory to the Owner or the Architect shall be removed from the work upon receipt of written notice from the Architect".

6. Add subparagraph 3.4.4:

"All Contractors and Subcontractors engaged in the Work shall conform to the labor laws of the State of Arkansas, and the various acts amendatory and supplementary thereto, and to all other laws, ordinances, and legal requirements applicable there to".

7. Add subparagraph 3.7.6:

"The Contractor shall be licensed contractor as provided by the Act Number 124 of the 1939 Act Number 217 of 1945 and Act Number 153 of 1951 and Act Number 150 of 1965 as enacted by the General Assembly of the State of Arkansas".

8. Delete subparagraphs 3.9.2 and 3.9.3 in their entirety and substitute the following subparagraph 3.9.2:

"The superintendent and assistants shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ".

9. Add subparagraph 3.13.1:

3.13.1 "All material shall be arranged and maintained in an orderly manner without hindering the use of walks, drives, roads, and entrances. Should it be necessary at any time to move material, sheds, or storage platforms, the Contractor shall do so as and when directed, and at his own expense".

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10. Add subparagraph 5.2.5:

5.2.5 "Omit any sentence where any provision of Article 5 conflicts with Act 477 of 1961 of the State of Arkansas".

11. Add subparagraphs 7.2.2 and 7.2.3:

7.2.2 The contractor shall be required to furnish the original bills and payrolls and support the statement with proper affidavits. The burden of proof of the costs rests upon the Contractor. Bills for extras will be allowed only when work is ordered in writing. No bills based on verbal orders will be allowed by the Architect unless accompanied by a written order from the Architect. The Contractor waives all claim for extension of time of completion on account of extra work, unless application for such extension is made by the Contractor in writing within twenty (21) days of the time such work is ordered.

7.2.3 The Contractor shall not make any changes except on written order of the Owner. Contractor's request for a Change Order to the Work shall be made on the AIA Document G709 and shall provide itemized breakdown of whole sum listing unit quantities and costs of all labor and materials. Contractor shall submit all verifying data as required to support claims, such as copies or original invoices, payrolls, etc. Requests shall identify percentage sums included for insurance, taxes, bonds, overhead and profit. Percentages shall not be allowed for changes altering allowances. Changes in the work by cost and a mutual acceptable fixed or percentage fee shall be computed as follows:

a. Net cost of materials, plus State Sales Tax.
b. Net delivery cost.
c. Net placing cost plus W.C. Insurance premium and FICA Tax.
d. 12% Overhead and Profit Charge on a. through c. allowed.
e. Allowable Bond Premium.

Where changes in the work involve subcontract work, the General Contractor shall add to cost of subcontract work a profit charge of 5% total overhead and profit charge.

12. Delete subparagraph 7.4 and substitute the following:

"The Architect will have authority to order minor changes in the Work in the form of Field Orders which interpret the Contract Documents or order minor changes in the work without change in Contract Sum or Contract Time. Such changes shall be effected by written Field Order, and shall be binding on the Owner and the Contractor. The Contractor shall attend to such Field Order promptly".

13. Add subparagraphs 7.4.1 and 7.4.2:

7.4.1 "If the Contractor considers that a change in Contract Sum or Contract Time is required, he shall submit an itemized proposal to the Architect immediately and before proceeding with this work. If the proposal is found to be satisfactory and in proper order, the Field Order will in that event be superseded by a Change Order as provided in Paragraph 7.2. The Contractor shall attend to such Field Orders promptly".

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7.4.2 "When the time required for processing a Change Order would cause a delay in the progress of the Work, the Architect may issue a Field Order which, when signed by the Owner and the Contractor, will authorize the Contractor to proceed with changes in the work, which may change the Contract Sum and/or the Contract Time. Such Field Orders will be subsequently incorporated in the work as Change Orders as provided in paragraph 7.2. The contractor shall attend to such Field Order promptly".

14. Delete subparagraph 9.3.1 and substitute the following:

"On or before the twenty-fifth day of each calendar month, the Contractor shall submit to the Architect an itemized Application for Payment on AIA Document G702, supported by data substantiating the Contractor's right to payment submitted on AIA Document G703 and attached thereto. The Contractor shall submit one (1) legible copy of these prepared Application for Payment forms and (1) legible copy of each invoice or statement supporting requests for payment of materials or equipment stored on job site or in an approved bonded warehouse". These forms can be emailed to the address as provided at the Pre-Construction meeting or by mailing, shipping or hand-delivery.

"Throughout entire job, the Owner will pay 95 percent of the amount due the Contractor on account of progress payments in compliance with Act 193 of 2009 amended AR. Code. Ann.§22-9-604(a). No retainage will be withheld on material and/or equipment stored on job site or in an approved bonded warehouse".

15. 10.2.2 Add the following new subparagraphs:

10.2.2.1 Project with trenching or excavation which exceeds five feet in depth shall comply with Arkansas Code Annotated §22-9-212.

10.2.2.2 The current edition of OSHA Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, shall be incorporated by reference in this contract.

16. NOTE: Refer to Sample of Liability Insurance Form for Sample Acord Form. Add the following clauses to 11.1.1:

11.1.1.1 The Contractor shall purchase and maintain Workers Compensation insurance providing Statutory Workers compensation benefits as well as Employers Liability Coverage of at least $1,000,000.00 Limit of Liability.

The following endorsements providing extensions of coverage shall be attached forming a part of said Workers compensation policy:

a. Broad Form All States Endorsement
b. Maritime or Jones Act coverage - where applicable, such as work on navigable waters.
c. United States Longshoremen's & Harbor Workers Coverage (may be voluntary if job is not close to body of water).

11.1.1.2 Comprehensive General Liability insurance shall be purchased and maintained by the contractor providing the following coverages and limits of liability:

a. Premises & Operations
b. Independent Contractors
c. Completed Operations and Products

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d. X-Explosion, C-Collapse, U-Underground Property Damage Coverage – When Applicable Included
e. Contractual Liability/Blanket Coverage
f. Personal Injury Coverage with Employee Exclusion Removed
g. Owner and Architect shall be named as an Additional Insured on CGL Policy including Completed Operations
h. Additional insured shall be provided with a certificate of insurance

Limits No Less Than:

$1,000,000 Per Occurrence
$2,000,000 Annual Aggregate
$2,000,000 Products/Completed Operations Aggregate

"Per Project Aggregate" endorsement shall be included.

11.1.1.3 Business Auto Liability or Comprehensive Auto Liability policy shall be purchased and maintained by the contractor providing coverage for all owned, non-owned and hired autos.

Limit of Liability required shall be:

$1,000,000.00 Combined Single Limit.

11.1.1.4 An Umbrella Liability Policy shall be purchased and maintained by the contractor providing coverage over and above required underlying Employers Liability, Comprehensive General Liability, and Business Auto Liability coverages.

Limits of Liability shall be no less than $1,000,000.00 per Occurrence/$1,000,000.00 Aggregate.

The Owner and Architect shall be named as an Additional Insured.

11.1.1.5 Property Insurance, (Builder's Risk, Installation Floater, Boiler & Machinery coverage when applicable), providing All-Risk Coverage shall be purchased and maintained by the contractor providing full coverage for all materials, including labor, destined to be part of job and/or already part of job.

The Owner, Architect, Contractor and all Subcontractors shall be included as Named Insureds covering their interest of the said job.

The policy shall reflect a Deductible of $250.00 per occurrence which shall be paid in all cases by the Contractor.

11.1.1.6 Miscellaneous Requirements:

a. All required insurance coverages and bonds shall be provided by an insurance company of a sound financial rating and licensed to do business in the state of the designated job.

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b. Certificates of Insurance shall be filed in duplicate with the Architect and approved by the Owner prior to commencement of the work. The certificates shall reflect coverages, limits of liability, and wording at least as broad as the attached specimen. Use the Accord Certificate of Insurance form as shown by specimen included in this set of specifications. All certificates shall include 30 day written notice of cancellation applicable to the General Liability, Workers Compensation, Automobile and Umbrella policies.

c. The contractor shall not commence work under this contract or allow any subcontractor or anyone directly or indirectly employed by anyone of them to commence work until he has obtained all insurance required under this, and two duly executed Certificates of such insurance shall have been filed with the Architect and approved by the Owner and Contractor has complied with bonding requirements and work order has been issued. Each such certificate and policy shall contain a provision that coverages afforded under the policies will not be cancelled or materially altered until at least thirty days prior written notice has been given to the Owner.

d. The insurance carrier shall issue an endorsement specifically permitting the waiver of rights provision in AIA Document A201, Article 11.3.1.

17. Add subparagraph 11.1.1.7:

If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

18. Add subparagraph 11.1.2.1:

"Contractor shall furnish and pay for an Executed Performance Bond on AIA Document A311 and Labor and Material Payment bond on AIA Document A311 in the amount of 100% of the contract sum. No modification to the standard bond forms will be allowed without written consent of the Architect".

19. Add subparagraph 11.1.2.2:

"After being approved by the Architect and prior to any work under this contract, the Contractor shall file the bonds with the circuit clerk and recorder of the county in which the work to be performed is located. Contractor shall obtain from the circuit clerk certificates as evidence that the bonds have been approved and filed with the clerk and said certificates shall be filed with the Architect".

20. Add subparagraph 11.1.5:

"If at any time a surety on any such bond is declared bankrupt or loses its right to do business in this state, Contractor shall notify the Owner immediately and within ten (10) days, furnish an acceptable bond (or bonds), in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner. Failure to comply with the above requirements may be deemed sufficient grounds for termination of this contract".

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21. Delete subparagraph 11.2.1 in its entirety and substitute the following:

The Contractor shall be responsible for purchasing and maintaining liability insurance as will protect the Owner against claims which may arise from operations under the contract.

22. Delete subparagraph 11.2.2 in its entirety and substitute the following:

11.2.2 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If not covered under all risk insurance or otherwise provided in the Contract Documents, the contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an application for Payment under subparagraph 9.3.2. The form of policy for this coverage shall be completed value.

23. Add subparagraph 11.5.3

The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section 11.1.1.5 Property Insurance have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

24. Delete subparagraph 15.1.6.2 in its entirety and substitute the following:

"Extension of Time Due to Weather Delays: Claims for extension of time due to unusual inclement weather shall be granted only because such unusual inclement weather prevented the execution of major items of the work. Unusual inclement weather is defined as severe weather which is beyond the normal weather recorded and expected for the month of the year as shown in the chart below. Extension of time due to weather delays shall be granted only for those days in excess of the number of days shown. Extension of time requests shall be submitted in writing within 30 days of occurrence and submitted with current pay request.

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PRECIPITATION

MONTH	AVERAGE NO. OF DAYS .01" OR MORE
January	10
February	9
March	10
April	10
May	10
June	8
July	9
August	7
September	7
October	6
November	8
December	9

25. In paragraph 15.3, omit any and all references to arbitration.

26. Delete paragraph 15.4 in its entirety.

END OF SUPPLEMENTARY CONDITIONS

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Section 01 11 00

SUMMARY OF WORK

PART ONE - GENERAL

1.1 WORK COVERED BY THE CONTRACT DOCUMENTS

A. The work generally consists of:

1. 8'0" tall ornamental fencing installed at perimeter of campus including manual and powered swinging gates as shown on drawing.

1.2 CONTRACT TIME

A. The Contract Time shall be that time set forth in the Bid Form.

1.3 COORDINATION OF WORK

A. At no time shall the construction under this contract interfere with the normal operation of school activities nor in any way shall materials or equipment used in this work be allowed to block or interfere with school traffic at any exit or entrance doors to classrooms. If necessary, work shall be interrupted when children are nearby, so that there is no hazard to any of the occupants of the building.

B. Debris shall be removed at the end of each working day.

1.4 CONTINGENCY ALLOWANCE

A. The Contractor shall include in the bid a contingency amount of $10,000. This contingency shall be used only upon written approval from the Architect. Any difference in cost above or below this amount shall be adjusted by change order. Overhead and profit shall not be allowed if use of the contingency is necessary.

PART TWO – PRODUCTS

Not Used

PART THREE – EXECUTION

Not Used

END OF SECTION

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Section 01 21 00

ALLOWANCES

PART ONE - GENERAL

1.1 THE CONTRACTOR SHALL PROVIDE THE FOLLOWING ALLOWANCES IN THE BASE BID:

A. Signage Allowance: The Contractor shall include in the bid an allowance of $15,000 to be used for the Board Room sign with Halo backlit metal letters. Refer to drawing for layout. Any difference in cost above or below this amount shall be adjusted by change order. Overhead and profit shall not be allowed.

PART TWO – PRODUCTS

Not Used.

PART THREE – EXECUTION

Not Used.

END OF SECTION

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Section 01 31 19

PROJECT MEETINGS

PART ONE - GENERAL

1.1 PRECONSTRUCTION CONFERENCE

A. Before the work order has been issued on the project by the Architect, a preconstruction conference shall be held on the job site with the following personnel; Architect's representative, General Contractor, Superintendent (who will be on the job at all times) and, if he so desires, the Owner. This meeting is designed for a two-fold purpose: To clarify any questions about the plans and specifications and the transfer of ideas as to what the Architect will expect for all trades and subcontractors.

B. The purpose being as follows: Distribution by Prime Contractor of following:

1. List of subcontractors, including addresses, telephone numbers and person to contact (to be used also as a Job Directory).
2. Tentative Progress Schedule prepared in accordance with the following provisions:

   a. Schedule and regulate all construction activities. The schedule shall indicate start and finish dates for activities, submittal and delivery dates for major materials and equipment, and final completion date.
   b. Prepare tentative Progress Schedule for preview at initial progress meeting, final schedule being prepared shortly thereafter.
   c. Discussion of following:

      1) General over-all progress based on tentative Progress Schedule as presented by Prime Contractor.
      2) Shop Drawing submission procedure as presented by Architect-Engineer.
      3) Change Order processing procedure as presented by Architect-Engineer.
      4) Pay request submission procedure as presented by Architect-Engineer.
      5) Clarification of Architect-Engineer and Contractor personnel, duties, functions and responsibilities.

   d. A pre-work conference shall be required between the Architect's representative, job superintendent and major trades subcontractor before their phase of work begins.

1.2 PROGRESS MEETINGS

A. General Contractor, major subs and all trades on job at the time shall attend bi-monthly (twice a month) progress meetings upon request of the Architect.

B. Architect reserves the right to initiate additional meetings between above parties as he deems necessary.

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PART TWO – PRODUCTS

Not Used.

PART THREE – EXECUTION

Not Used.

END OF SECTION

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Section 01 33 23

SHOP DRAWINGS, PRODUCT DATA & SAMPLES

PART ONE - GENERAL

1.1.1 Work included:

1.1.1.1 Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.

1.1.1.2 To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Architect. All required submittals, shop drawings, product data, and samples shall be submitted within four (4) weeks after construction contracts have been signed.

1.1.1.3 Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

1.1.1.4 Material Safety Data Sheets (MSDS) shall not be submitted as part of the submittal package. They are not a requirement of the Contract Documents.

1.1.2 Related work described elsewhere: Individual requirements for submittals are described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

1.2.1 Coordination of submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed. Any Shop Drawing submitted to the Architect that has not been checked thoroughly, stamped and signed by the Contractor will be rejected.

1.2.2 Progress schedule: Designate in the Progress Schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data, and Samples will be needed.

1.3 SHOP DRAWINGS – ELECTRONIC SUBMITTAL PROCEDURES

1.3.1 Summary:

1. Shop drawings and product data submittals shall be transmitted to Architect in electronic (PDF) format via Architect's SharePoint Portal (sp.laeprojects.com).
2. Details shall be identified by reference to sheet and detail, schedules, or room numbers shown on the Contract Drawings.
3. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
4. The electronic submittal process is not intended for color samples, color charts, or physical material samples.
5. Shop Drawings shall be present in a clear and thorough manner.

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1.3.2 Requirements:

1. All participants in electronic documentation process will be required to have internet access.
2. Necessary software Adobe Acrobat (www.adobe.com) or Blubeam PDF Revu (www.blubeam.com) to produce, view, apply comments and save to PDF files. A PDF reader only will not be adequate.

1.4 PRODUCT DATA

1.4.1 Preparation:

1. Provide cover page with project name and contractor name(s).
2. Include "Table of Contents" if multiple items are included in submittal.
3. Clearly mark each copy to identify pertinent products or models.
4. Show performance characteristics and capacities.
5. Show dimensions and clearances required.
6. Show wiring or piping diagrams and controls.
7. Include special installation instructions.

1.4.2 Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.
2. Supplement standard information to provide information specifically applicable to the Work.

1.4.3 Submission:

1. Contractor shall request access to Architect's SharePoint Portal (sp.laeprojects.com).
2. Submittal Preparation - Contractor may use any or all of the following options:
   a. Subcontractors and Suppliers provide electronic (PDF) submittals to Contractor through means provided by and required by Contractor.
   b. Subcontractors and Suppliers provide paper submittals to General Contractor who electronically scans and converts to PDF format.
3. Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer / product, dimensions and coordination of information with other parts of the work.
4. Contractor shall transmit each submittal to Architect using the Architect's SharePoint Portal (sp.laeprojects.com).
5. At discretion of Architect's Reviewer, paper copies can be requested upon receipt of electronic submittal in order to assist in review. Request will be made through email. Contractor will provide the number of paper copies requested.
6. Architect / Engineer review comments will be made available on the Architect's SharePoint Portal for downloading. Contractor will receive email notice of completed review.
7. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.

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1.5 SAMPLES

1.5.1 Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.
3. Workmanship when applicable.

1.5.2 Field samples and mock-up:

1. Erect at the project site at a location acceptable to the Architect.
2. Size or area: That specified in the respective specification section.
3. Fabricate each sample and mock-up complete and finished.
4. Remove mock-ups at conclusion of the Work or when acceptable to the Architect.

1.6 NOTIFICATION

1.6.1 Notify the Architect in writing, at the time of submission, of any deviations in the submittals from requirements of the Contract Documents.

1.6.2 Notify the Architect in writing, at the time of resubmission, of changes made on re-submittals other than those previously requested by the Architect.

PART TWO – PRODUCTS

Not Used.

PART THREE – EXECUTION

Not Used.

END OF SECTION

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Section 01 50 00

TEMPORARY FACILITIES
AND CONTROLS

PART ONE – GENERAL

1.1 DESCRIPTION

A. Work included: Temporary facilities and controls required for this Work include, but are not necessarily limited to:

1. Field Offices and sheds.
2. Sanitary facilities.
3. Enclosures such as tarpaulins, barricades, and canopies.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with Federal, State and local codes and regulations.

1.3 TEMPORARY SANITARY FACILITIES

A. Provide temporary sanitary facilities in the quantity required, for use of all personnel. Maintain in a sanitary condition at all times.

B. Service, clean, and maintain facilities and enclosures.

1.4 REMOVAL

A. Completely remove temporary facilities and equipment when their use is no longer required.

B. Clean and repair damage caused by temporary installations or use of temporary facilities.

1.5 FIELD OFFICES AND SHEDS

A. Provide a field office building and sheds adequate in size and accommodation for all Contractor's offices, supply and storage.

B. The entire facility, including furniture, will remain the property of the Contractor and shall be removed from the site after completion of the Work.

1.6 ENCLOSURES

A. Furnish, install, and maintain for the duration of construction all required scaffolds, tarpaulin, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the work in compliance with all safety and other regulations.

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1.7 PROJECT SIGNS

A. Provide 4' x 8' x 3/4" exterior grade plywood on two 8' x 4' x 4' treated wood posts. Paint sign as directed by Architect.

B. Allow no signs or advertising of any kind on the job site except as specifically approved in advance by the Architect.

PART TWO – PRODUCTS

Not Used.

PART THREE - EXECUTION

3.1 Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Architect.

END OF SECTION

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Section 01 77 19

CONTRACT CLOSEOUT

PART ONE - GENERAL

1.1 PRODUCT CLOSEOUT

A. Upon completion of the project, the Contractor shall remove all temporary structures and facilities from the site, and leave the premises in the condition required by the Construction Documents. The Contractor shall notify the Architect, in writing, as to the date when, in his opinion all or a designated portion of the work will be substantially completed and ready for final observation and the punch list to be performed. If the Architect determines that the state of preparedness is as represented, the punch list will promptly be started.

B. The Architect will give written copies of the Punch List to the Contractor of observed defects. The Contractor shall promptly remedy any defects due to noncompliance of Construction Documents, faulty materials, or workmanship and pay for any damage to other work resulting therefrom.

1.2 FINAL OBSERVATION

A. When defects are remedied as acceptable and upon receipt of punch list with each item initialed and dated acknowledging same, Architect shall arrange for final observation with the Owner, General Contractor and the Architect. Should Architect/Engineer perform additional observations due to failure of work not complying with the claims of status of completion made by the Contractor, the Architect/Engineer will be compensated for such additional observations by the Contractor. The amount of compensation due to the Architect/Engineer shall be deducted from the final payment to the Contractor.

1.3 PAPER WORK

A. Final payment of the retainage will be withheld until the following documents are delivered to the Architect on two (2) USB flash drives – one (1) for the Architect and one (1) for the Owner.

1. Shop Drawings:
   An approved copy of each shop drawing, manufacturer's brochures, test data, etc., submitted to the Architect for approval during the course of construction shall be included with an index listing material, manufacturer and subcontractor of each submittal.
2. Record Documents:
   Provide, as described in Section 01 78 39, one (1) set of project record documents, with all dimensions of utility locations, variances from original drawings, etc., clearly documented in red.
3. The following shall also be included:
   a. Project Directory: Complete listing of all subcontractors, mechanics, and material suppliers involved in the work under this contract.

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b. Guarantees/Warranties: Submit signed and notarized copies of all manufacturers, mechanics, contractors or supplier guarantees required by the contract documents, including General Contractor's one year warranty. Form and wording of guarantees must be as specified and/or as submitted by the Contractor and approved by the Architect prior to bidding.

c. Letter stating that all materials used in construction are asbestos free. (To be written by the General Contractor.)

d. AIA Forms:

1) AIA Document G704 – Certificate of Substantial Completion issued by the Architect. (To be signed by Owner, Architect, and Contractor.)

2) AIA Document G706* - Contractor's Affidavit of Payment of Debts And Claims (To be completed by the General Contractor.)

3) AIA Document G706A* - Contractor's Affidavit of Release of Liens (To be completed by the General Contractor.)

4) AIA Document G707* - Consent of Surety Company to Final Payment (To be completed by the General Contractor.)

*Forms can be obtained from:
AIA Dallas, (214)764-3153, www.aiadallas.org or www.aia.org

e. Lien Waivers: Submit signed and notarized lien waivers from all subcontractors, mechanics, and material suppliers involved in the work of this contract. No partial lien waivers shall be accepted. Lien Waiver form to be as supplied by the Architect.

PART TWO – PRODUCTS

Not Used.

PART THREE – EXECUTION

Not Used.

END OF SECTION

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Section 01 78 39

PROJECT RECORD DOCUMENTS

PART ONE - GENERAL

1.1 DESCRIPTION

A. Reference: Applicable provisions of the General and Supplementary Conditions and Division 1, General Requirements, govern all work of this Section.

1.2 WORK

A. Maintain at the site for the Owner one record copy of:
   1. Drawings, Specifications, Addenda, Change Orders, and other modifications to the Contract.
   2. Approved Shop Drawings, and Product Data.
   3. Field Test Records.

B. Record actual construction on drawings at the job site. Provide the job site set of drawings with close-out documents as required and and one (1) photo copied set to the Architect.

1.3 RELATED REQUIREMENTS

A. Submittals - Section 01 33 23

B. Conditions of the Contract

1.4 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintain documents in a secure, clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

B. Make documents available at all times for inspection by Architect.

1.5 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters with felt tip marking pen.

B. Record information concurrently with construction progress.

   1. Do not conceal any work until required information is recorded.

C. Legibly mark drawings to record actual construction:

   1. Field changes of dimension and detail.
   2. Changes made by Field Order or by Change Order.
   3. Details not on original contract drawings.

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1.6 SUBMITTAL

At Contract Close-out, Record Documents shall be included on the two (2) USB flash drives as requested in Section 01 77 19 - Contract Closeout.

PART TWO – PRODUCTS

Not Used

PART THREE – EXECUTION

Not Used

END OF SECTION

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PART ONE - GENERAL

1.1 GENERAL

A. Work Included: This section covers all cast-in-place, reinforced and non-reinforced concrete construction as shown and specified.

1.2 REFERENCE STANDARDS

B. ACI 318 "Building Code Requirements for Reinforced Concrete".

C. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".

1.3 DELIVERY, STORAGE AND HANDLING OF MATERIALS

A. All materials shall be so delivered, stored and handled as to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Package materials shall be delivered and stored in original packages until ready for use. Packages or materials showing evidence of water or other damage shall be rejected. All materials shall be of the respective quantities specified herein. Frozen or partially frozen aggregates shall not be used.

1.4 SUBMITTALS

A. The contractor shall submit one hard copy (not to be returned) and one electronic copy in PDF format as per section 01340, through an approved testing laboratory, the proposed concrete mix to be used to the architect for approval. The proposed concrete mix must be proved by 3 cylinder tests in accordance with ASTM C-31. The owner shall pay for all design mixes and cylinder tests.

B. Reinforcing steel fabricator shall submit one hard copy (not to be returned) and one electronic copy in PDF format as per section 01340 of detailed shop drawings for approval by the Architect on reinforcing bars and anchor bolts seating plans before fabrication or shipment.

PART TWO - PRODUCTS

2.1 CONCRETE: Concrete for interior slabs and footings shall have a 28-day minimum compressive strength of 3000 psi. Maximum water-cement ratio - .53 by weight. Exterior concrete shall have a 28 day minimum compressive strength of 4000 psi w/air entrainment of 6% ± 1%. Maximum water-cement ratio - .50 by weight. No other admixtures shall be used without approval of Architect.

A. Portland cement shall conform to ASTM C-150, Type I.

B. Water shall be potable.

C. Aggregate shall conform to ASTM C-33.

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2.2 REINFORCING STEEL

A. Deformed bars shall conform to ASTM A615, Grade 60.

B. Welded wire fabric shall conform to ASTM A-185. Provide 6 x 6 W1.4 x W1.4 in all floor slabs unless noted otherwise.

PART THREE - EXECUTION

3.1 FORMS AND SCREEDS

A. Form shall be so constructed that the finished concrete will conform to the shapes, lines, grades, and dimensions indicated on the drawings.

B. Set all screeds with instrument. Wet screeds are unacceptable.

3.2 PLACING REINFORCEMENT

A. Reinforcing shall be unpainted and uncoated, free from rust or scale and shall be cleaned and straightened before being shaped and put into position.

B. Reinforcing shall be accurately positioned and securely tied.

3.3 CONCRETE MIXING

A. Concrete shall be Ready-Mix in accordance with ASTM C-94.

3.4 CONCRETE PLACING

A. Notify Architect 36 hours prior to placing to permit inspection of forms and reinforcing.

B. Concrete shall be handled from the mixer to the forms as rapidly as possible by methods which shall prevent the separation of ingredients.

C. Consolidate concrete as required.

3.5 CURING

A. The slabs shall be moisture cured by ponding, continuous sprinkling and application of absorptive mats or 1 1/2 inch of sand kept continuously wet. Whichever method used, the slabs shall be kept continuously wet for 7 days.

3.6 FINISHES: Interior slabs shall receive a steel trowel finish typically. Exterior slabs shall receive a light broomed finish over a steel trowel finish.

A. Apply floor hardener to interior slabs in accordance with manufacturer's recommendations.

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3.7 TESTING

A. Samples and tests of the concrete shall be made by an approved independent testing and inspection laboratory. At Contractor's expense, a certified ACI technician shall take test cylinders at the job site. All other test shall be at paid for by the owner unless noted otherwise. Not less than one test for 40 cu. yd. of concrete, or fraction thereof, will be required, and in any event not less than one test for each day's pour. Not less than four specimens will be made for each test. Specimens shall be made and cured in accordance with current ASTM Specifications C-39 and C-31. A slump test shall be made for each set of test cylinders.

B. Test cylinders shall be made in accordance with ASTM C-31, latest edition. Test one cylinder at 7 days, one at 14 days and two at 28 days. Test cylinders shall be cast on the project site and cured under conditions approaching that of concrete poured on job as nearly as possible. If average strength of test cylinders falls below strength called for, the Architect shall have the right to order removal and replacement of any defective concrete at the contractor's expense.

END OF SECTION

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Section 32 31 19

DECORATIVE METAL FENCING SYSTEM

PART ONE – GENERAL

1.1 WORK INCLUDED

1.1.1 The contractor shall provide all labor, materials and appurtenances necessary for installation of the ornamental steel fence system including the steel gate at parking and aluminum gate at entry as defined herein for a complete installation.

1.2 RELATED WORK

1. Concrete Division Three

1.3 QUALITY ASSURANCE

1.3.1 Qualifications of manufacturers: Products used in the work of this Section shall be produced by Manufacturer's regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Architect.

1.3.2 Qualifications of personnel: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 SUBMITTALS

1.4.1 General: Comply with the provisions of Section 01 33 23.

1.4.2 Product data: Within 30 calendar days after award of the Contract, submit:

1. Complete materials list of all items proposed to be furnished and installed under this Section.
2. Manufacturer's specifications and other data required to demonstrate compliance with the specified requirements.
3. Shop drawings showing all proposed work of this section.
4. Manufacturer's recommended installation procedures.

1.4.3 The manufacturer's recommended installation procedures, when approved by the Architect, will become the basis for inspecting and accepting or rejecting actual installation procedures used on the Work.

1.5 REFERENCES

- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 - Test Method for Specular Gloss.
- ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.

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- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.6 PRODUCT HANDLING AND STORAGE

1.6.1 Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

PART TWO – MATERIALS

2.1 MANUFACTURER

The fence system shall be as manufactured by Ameristar Fence Products, Inc. in Tulsa, Oklahoma or Architect approved equal.

2.2 SYSTEM DESCRIPTION

The manufacturer shall supply a total 8'0" industrial ornamental steel fence system including swing gates for pedestrians and vehicular traffic gates with power. The system, Montage II, with the Genesis style option, shall include all components (i.e., pickets, rails, posts, and hardware) required. Gates shall be 8'0" tall.

2.3 MATERIAL

A. Steel:

1. Steel material for fence framework (i.e. tubular pickets, rails and posts), shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft^2 (276 g/m^2), Coating Designation G-90.
2. Material for pickets shall be 1" square x 14 Ga. tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner double wall design with outside cross-section dimensions of 1.75" square and a minimum thickness of 14 Ga. Picket holes in the ForeRunner rail shall be spaced 4.715" o.c., except for Invincible style 6' long, which shall be, spaced 4.98" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections.

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2.4 FABRICATION

A. Steel:

1. Pickets, rails and posts shall be precut to specified lengths. ForeRunner rails shall be prepunched to accept pickets. Pickets shall be predrilled to accept retaining rods.
2. Grommets shall be inserted into the prepunched holes in the rails and pickets shall be inserted through the grommets so that predrilled picket holes align with the internal upper raceway of the ForeRunner rails (Note: This can best be accomplished by making an alignment jig). Retaining rods shall be inserted into each ForeRunner rail so that they pass through the predrilled holes in each picket.
3. The manufactured galvanized framework shall be subjected to the PermaCoat® thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be bronze. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.
4. Completed sections (i.e., panels) shall be capable of supporting a 600 lb. load applied at midspan without permanent deformation. Panels shall be biasable to a 25% change in grade.
5. Gates shall be fabricated using 1.75" x 14ga Forerunner double channel rail, 1.75" sq. x 14ga. gate ends, and 1" sq. x 14ga. pickets. Gates that exceed 6' in width will have a 1.75" sq. x 14ga. intermediate upright. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART THREE – EXECUTION

3.1 PREPARATION

3.1.1 All new installation shall be laid out by the contractor in accordance with the construction plans.

3.2 FENCE INSTALLATION

3.2.1 Fence post shall be spaced according to drawings. For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.3 FENCE INSTALLATION MAINTENANCE

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3.3.1 When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.4 GATE INSTALLATION

3.4.1 Gate posts shall be spaced according to the gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

3.5 CLEANING

3.5.1 The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

END OF SECTION

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