

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
UV CANOPY EXTENSION



**PARAGOULD LIGHT WATER & CABLE
ENGINEERING DEPARTMENT**

**1901 JONES ROAD
PARAGOULD, ARKANSAS 72450**

DATE: June 5, 2017



INVITATION TO BID

Sealed Bids will be received by Paragould Light & Water Commission, at 1901 Jones Road, P.O. Box 9, Paragould, Arkansas, 72450 until 2:00 P.M., local time, Thursday, July 6, 2017, for the extension of an existing overhead canopy structure at the PLWC Wastewater Treatment Plant located at 401 Grant Lane in Paragould, AR. The Contractor will be responsible for supplying all necessary material and equipment to complete the project.

All Bids must be in accordance with the Contract Documents on file at the Engineering Department of Paragould Light Water & Cable, 1901 Jones Road, P.O. Box 9, Paragould, Arkansas, 72450.

One set of the Bid Documents and Design Drawings will be made available to the public for review at the PLWC service center at the above address. Perspective bidders may obtain a copy for a fee of \$30 per set.

The OWNER reserves the right to reject any or all Bids and to waive any informalities or technicalities therein.

PARAGOULD LIGHT & WATER COMMISSION

PARAGOULD, ARKANSAS



INSTRUCTIONS TO BIDDERS

Bids will be received by Paragould Light & Water Commission (herein called the "OWNER"), at 1901 Jones Road, Paragould Arkansas 72450 until Thursday, July 6, 2017 at 2:00 PM CST, and will be publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to Paragould Light & Water Commission, 1901 Jones Road, Paragould, Arkansas 72450. Each bid shall be sent to the attention of Mr. Eddie Hester.

Each bid must be plainly marked on the outside of the envelope containing the bid **"UV CANOPY EXTENSION"**. The name of the bidder, his address, his license number and expiration of his license shall also be indicated. Failure to show all of the information listed above on the outside of the bid envelope **may result in the bid being returned to the bidder unopened.**

All bids must be made on the required bid form. The bid form is to be filled out in ink or typewritten. The bid form is to be completely filled out when submitted.

Two complete sets of Bid Forms are included in this bound copy of the Specifications and Contract Documents. Each bidder shall detach one complete set of Bid Forms from the Specification and Contract book and submit his bid completely on the detached set. Bidder shall retain the second set of the Bid Forms for his record attached in the Specification and Contract book.

Any bid may be withdrawn prior to the official opening of the Bids. Any Bid received after the deadline date and time specified shall not be opened. No Bidder may withdraw a Bid within 60 days after the actual date of the opening.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by review of the specifications, drawings and site. The Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The OWNER may waive any informalities or minor defects or reject any and all Bids. The contract if awarded will be made to the lowest responsive, responsible bidder. Contract Award will also be based on the qualifications of the Bidder.

Prior to contract signing, the Contractor shall submit to the OWNER a construction schedule for the project. This schedule shall start with the proposed date of Notice To Proceed, and the completion date shall be the date specified in the contract.

The bidder must agree to commence work on or before the date set by the owner and to fully complete the project within the time indicated for the contract as noted in the proposal form. Bidder agrees to pay liquidated damages in the sum as stipulated in the proposal form.



PROPOSAL (BID) FORM

TO: Paragould Light & Water Commission

DATE: _____

PROJECT: **UV CANOPY EXTENSION**

Gentlemen:

Submitted herewith is the Proposal of _____ (hereinafter called "BIDDER") a corporation organized and existing under the laws of the State of _____, a partnership consisting of or an individual doing business as _____.

The BIDDER hereby declares: that he is a CONTRACTOR well qualified and experienced in the type of work described in the accompanying specifications; is familiar with all of the conditions surrounding the execution of the proposed project including the availability of materials and labor; hereby proposes to furnish all labor, materials, tools, equipment, and supplies, and to execute the project in accordance with the contract documents.

The prices entered in the Bid Form are to cover all expenses incurred in performing the work required under the contract documents.

The BIDDER agrees that if his proposal is accepted, he will execute a Contract in the form contained herein with the OWNER, within **TEN (10)** calendar days after Notice of Award is given.

The BIDDER agrees that if he is awarded the contract, he will commence work within **FIFTEEN (15)** calendar days after the notice is formally given to proceed with work, and will complete the work within **NINETY (90)** calendar days thereafter. The Bidder further agrees to pay **ONE HUNDRED (\$100)** dollars for each consecutive calendar day the work is not completed after all authorized extensions have been given past the construction completion date. This is to pay liquidated and agreed damages caused by the construction delay.

The BIDDER agrees that all requests for time extensions will be made in writing to the OWNER. All extension of time given by the OWNER must be in writing.

The BIDDER hereby declares that he will maintain his license in force and effect during the duration of the contract.

The BIDDER agrees to maintain the required insurance as specified in the General Provisions for the duration of the contract.



UV CANOPY EXTENSION

Schedule A		
A-1	Provide and install UV Canopy Extensions as described and illustrated in the plans and specifications	\$
A-2	Provide and install Aluminum handrails and guardrails as described and illustrated in the plans and specifications	\$
Total Bid Price		\$



Bidder shall include a price for all items listed. Failure to provide complete bid form shall render bids null and void.

Bidder Acknowledges that the following Addenda was Received: _____. (Insert the numbers of the Addenda received. If no addenda were received insert "None".)

Bidding Company: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Signed By: _____

Title: _____

Attest: _____

Title: _____

Note: A copy of the Bidder's Contractor's License shall accompany the bid.

If the Bidder is a Corporation the bid must be accompanied by the following:

- A. Corporate seal affixed to the bid
- B. Certified copy of a Corporate Board resolution authorizing the officer signing on behalf of the Corporation to make the bid and execute the contract on behalf of the corporation.
- C. Certificate of Good standing from the Secretary of State.



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PROJECT: **UV CANOPY EXTENSION**

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UV CANOPY EXTENSION

Schedule A		
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Bidding Company: _____

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If the Bidder is a Corporation the bid must be accompanied by the following:

- A. Corporate seal affixed to the bid
- B. Certified copy of a Corporate Board resolution authorizing the officer signing on behalf of the Corporation to make the bid and execute the contract on behalf of the corporation.
- C. Certificate of Good standing from the Secretary of State.



NOTICE OF AWARD

TO: _____

The Owner has considered the Bid you submitted for the project **UV CANOPY EXTENSION**.

You are hereby notified that your Bid has been accepted for the amount of _____ Dollars and 00 Cents (Written) \$ _____. The contract will include Items Schedule A-1 & A-2 as listed in the Bid Proposal.

You are required to now execute the Agreement and certificates of insurance within ten (10) days from the date this notice is dated. If you fail to furnish or execute any of the above items within the ten days the Owner will be entitled to consider your bid abandoned.

Dated this ___ day of _____, 2017

PARAGOULD LIGHT & WATER COMMISSION

(OWNER)

BY : _____

TITLE : _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

BY : _____

TITLE : _____

Dated and returned this ___ day of _____, 2017



CONTRACT DOCUMENT

This Agreement, made the ____ day of _____, 2017, by and between Paragould Light & Water Commission d.b.a. Paragould Light Water & Cable, hereinafter called "OWNER" and _____, referred to in these Contract Documents as "CONTRACTOR".

WITNESSETH:

- C-1. The CONTRACTOR will commence and complete the **UV CANOPY EXTENSION**, hereinafter called "PROJECT".
- C-2. The CONTRACTOR will furnish at his sole expense all materials, labor, supplies, tools, equipment, and other services necessary for the execution and completion of the PROJECT described in this document.
- C-3. The CONTRACTOR is to commence the work required within **FIFTEEN (15)** calendar days after the date of the Owner's NOTICE TO PROCEED. The CONTRACTOR will complete the work required within **NINETY (90)** calendar days once work is commenced unless the OWNER in writing extends the completion date.
- C-4. The CONTRACTOR has provided proof of insurance as specified in the general provisions.
- C-5. The CONTRACTOR agrees to perform all work described in the "CONTRACT DOCUMENTS" for the sum of _____ Dollars and _____ Cents (Written) \$ _____. This is in accordance with Items Schedule A-1 & A-2 of the bid proposal dated July 6, 2017.
- C-6. The "CONTRACT DOCUMENTS" includes, this Agreement, and all specifications contained in the proposal titled "**UV CANOPY EXTENSION**" dated June 5, 2017.
- C-7. The CONTRACTOR agrees to furnish a Performance Bond and a Payment Bond each in an amount equal to 100% of the total Contract Price, with a surety or sureties licensed to do business in the State of Arkansas.
- C-8. Contractor agrees to take special precautions around existing UV equipment to ensure no damage will occur to the equipment during the course of construction. This may require temporary guards, shields, barriers, etc.
- C-9. The OWNER shall make monthly progress payments to the CONTRACTOR on the basis of the CONTRACTOR'S satisfactory completion of each portion of the work. The OWNER shall make payment to the CONTRACTOR within **THIRTY (30)** days after the acceptance of the work by the OWNER. All payments shall be subject to the retainage specified in the General Provisions.
- C-10. The CONTRACTOR accepts the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract, including but not limited to personal injury and the damage of private property. The CONTRACTOR shall be responsible for all costs associated with worker protection, environmental pollution control, handling of debris, and waste disposal.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2017.

_____ (Contractor)

By : _____

(Signature)

Title : _____

Date : _____

Attest : _____

PARAGOULD LIGHT & WATER COMMISSION (Owner)

1901 Jones Road, Paragould, AR 72450

BY : _____

(Signature)

Title: General Manager / CEO

Date: _____

Attest: _____



NOTICE TO PROCEED

TO: _____

PROJECT: UV CANOPY EXTENSION

You are hereby authorized to commence work in accordance with the Agreement dated _____, 2017, on or before _____, 2017, and you are to complete the WORK within **NINETY (90)** consecutive calendar days thereafter. The calculated date of completion of all WORK is _____, 2017.

PARAGOULD LIGHT & WATER COMMISSION (OWNER)

BY: _____ (GENERAL MANAGER / CEO)

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the ___ day of _____, 2017.

(CONTRACTOR)

BY _____

TITLE _____



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1. SCOPE OF THE WORK

- A. The work required under this Contract includes furnishing and paying for all necessary materials, labor, tools, equipment, and other items for the extension of an existing overhead canopy structure at the PLWC Wastewater Treatment Plant located at 401 Grant Lane in Paragould, AR. The project shall be complete in every detail and ready for OWNER'S beneficial use, as specified herein. This project shall consist generally of but shall not be limited to the following items:
1. Furnish and install metal baseplates, metal beam support structure, metal tube extensions, metal trolley beam, metal decking, metal flashing, etc. which will include bolted connections and field welded joints.
 2. Furnish and install aluminum guard rails as described and illustrated in the plans.
 3. Site must be cleaned up and restored to pre-construction condition.
 4. Other items as indicated or specified.

2. DEFINITIONS

- A. The word OWNER is Paragould Light & Water Commission d.b.a. Paragould Light Water & Cable, and their duly authorized agents are acting as their representatives for this project. Authorized agents for this contract shall include the Engineering Department of PLWC. All notices, letters, and other communication directed to the OWNER shall be addressed and delivered to Mr. David L. Romine, PE. Paragould Light Water & Cable, 1901 Jones Road, P.O. Box 9, Paragould, Arkansas 72450.
- B. The word "CONTRACTOR" means the successful Bidder to whom the contract is awarded.
- C. The word "Specifications" means the document that governs the materials and equipment to be furnished and the work to be performed under this contract. No attempt has been made in the Specifications to segregate work to be performed by any trade or subcontract. Any segregation between the trades or crafts will be solely a matter for agreement between the CONTRACTOR and his employees and his Subcontractors.
- D. The words "install", "furnish", "provide", or words of like import mean the contractor shall install, furnish, or provide, and similarly the words "approved", "authorized", "required", "satisfactory", "acceptable", or words of like import mean approved by, authorized by, required by, satisfactory to, or acceptable to the OWNER, unless otherwise expressly stated.
- E. The words "indicated", "shown", "detailed", or "scheduled" mean indicated, shown, detailed, or scheduled on the contract drawings, unless otherwise expressly stated.

- F. The word "work" means the labor, materials, equipment, supplies, and services to be furnished under the contract, and the performing of all duties and obligations required by the contract documents.
 - G. The word "submit" means the CONTRACTOR shall submit to the OWNER for approval, unless otherwise expressly stated.
 - H. The word "provide" means the CONTRACTOR shall furnish and install complete and ready for use unless otherwise expressly stated.
 - I. The word "selected" means selected by the OWNER, unless otherwise expressly stated.
3. SITE OF THE WORK;
- A. Each CONTRACTOR submitting a proposal of this project, and each subcontractor estimating and furnishing a bid under any division and/or section of this specification to the CONTRACTOR, shall visit the site of work and examine its present condition to inform himself as to the nature and scope of all work to be done, and all difficulties that may be involved therein.
 - B. The submission of a proposal by the CONTRACTOR to the OWNER, or a bid furnished by a Subcontractor to the CONTRACTOR, shall be accepted as evidence that such an examination has been made, and that all difficulties encountered have been provided for in his proposal or bid. The OWNER will therefore not recognize later claims for extra compensation for labor, materials, and equipment, which could have been foreseen.
4. CONTRACTOR'S RESPONSIBILITY
- A. From commencement until completion and final acceptance by the OWNER, the work under this Contract shall be under the charge and control of the CONTRACTOR, and during such period of control by the CONTRACTOR all risks in connection with the execution of the work and the materials to be used therein shall be borne by the CONTRACTOR.
 - B. The CONTRACTOR shall be fully responsible for the safety and protection of all persons and of all work and material connected with this contract until the OWNER finally accepts the project. The CONTRACTOR shall use proper precaution to fully protect all persons, his own work, and the property of the OWNER and others from injury and damage, and at his own expense he shall be liable for injury to all persons and shall make good all damage and injury to property belonging to the OWNER and others caused by himself and his employees through negligence, carelessness, or any other cause.
 - C. The OWNER shall not be responsible for the methods and means employed by the CONTRACTOR in the performance of the CONTRACTOR'S work. The OWNER shall have no responsibility for the safety of the workmen and others who may be injured during the course of the CONTRACTOR'S work.
5. CONTRACTOR'S SUPERVISION
- A. The CONTRACTOR, or his duly authorized agent with authority to control the work, shall be present at the site whenever any work is in progress. The CONTRACTOR'S authorized agent shall meet with the approval of the OWNER.

- B. The OWNER reserves the right to require the removal from the project of the Superintendent or any other employee of the CONTRACTOR if, in the OWNER'S judgment, such removal is necessary to protect the OWNER'S interest.
6. CARE OF THE WORK
- A. The CONTRACTOR shall indemnify and save harmless the OWNER, their agents, and their employees from all claims, suits, or proceedings of any nature whatsoever which may be brought against the OWNER, their agents, or their employees on account of any injuries to persons or property received from the CONTRACTOR or his agents or servants.
- B. The CONTRACTOR shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance of the project. The CONTRACTOR shall provide adequate barricades and warning signs to properly protect his work and to safeguard the life and property of others.
7. SCHEDULE OF WORK
- A. Before beginning work, the CONTRACTOR shall submit to the OWNER for approval a construction schedule. In general, the CONTRACTOR'S work shall be so scheduled as to interfere as little as possible with the operations of the OWNER. All work shall be performed during normal working hours unless a specific requirement for overtime work is included elsewhere in the contract Documents.
8. WORKMANSHIP, TOOLS, AND CONSTRUCTION EQUIPMENT;
- A. All work shall be performed in a finished and workmanlike manner, and in accordance with the best-recognized trade practices.
- B. The CONTRACTOR shall provide and maintain in good operating condition all tools and construction equipment necessary for the satisfactory performance of the work. Inadequate, unsuitable, defective, worn out, or other unsatisfactory tools and construction equipment shall be removed from the site and replaced with satisfactory tools and construction equipment, or repairs shall be made, or the unsatisfactory conditions shall be remedied.
9. CODES, ORDINANCES, REGULATIONS, LAWS, PERMITS, LICENSES, AND FEES
- A. The CONTRACTOR shall comply with all Local, State, and Federal codes, ordinances, regulations, and laws applicable to the work to be done. Such codes, ordinances, regulations, and laws shall be considered as MINIMUM requirements, and everything shown or specified in excess of these minimum requirements shall be installed in excess thereof, as shown or specified. No instructions given in the Contract Documents shall be construed as an authorization to violate any code, ordinance regulation or law.
- B. Before beginning work, the CONTRACTOR shall obtain and pay for all licenses and permits required to perform work covered by this contract, shall obtain and pay for all necessary inspections by all applicable authorities, and shall include their cost in the bid price. Whereas certain parts of the work may require the approval of public or other authorities, all work shall be subjected to the OWNER'S final approval and acceptance.
- C. If the CONTRACTOR observes that the specifications are at variance with any local, State, or Federal code, ordinance, regulation, or law, he shall immediately notify the OWNER in writing, and obtain OWNER'S decision before proceeding with the portion of the work involved.

10. SPECIFICATIONS

- A. The CONTRACTOR and each Subcontractor employed on this work shall carefully examine and read all specifications. All things therein affecting their special work no matter under what heading they may appear will bind them.
- B. The specifications are intended to cover a complete project ready for use, and all items necessary for a complete and workable job shall be furnished and installed. All minor items not specifically covered by the specifications but required in the execution of the project shall be furnished and installed as though specified. This is not intended to cover major items of equipment or labor not specified, but it is intended and will be interpreted to cover all miscellaneous labor, parts, devices, accessories, controls, and appurtenances which are required by all applicable codes, ordinances, laws, and regulations; required to complete the project; and required for a first class job which is complete in every respect.
- C. Should any error, discrepancy, or variance be discovered in the specifications, the CONTRACTOR shall immediately notify the OWNER before beginning the work and submit the question for an interpretation and decision. The OWNER will be governed by overall meaning of the documents.
- D. The CONTRACTOR shall keep at least one copy of these specifications on the project site in good condition, available to the OWNER and to his representatives at all times.
- E. No deviations from the specifications shall be made without the OWNER'S prior written approval.

11. STANDARD PUBLICATIONS

- A. Whenever in these documents reference is made to standard specifications, standards, codes, or other standard publications, in all cases the latest published editions of such referenced standard publications in effect at the time of receipt of bids shall apply.

12. STANDARD FOR MATERIALS

- A. All materials shall be new. Materials shall be delivered to the Job Site in the original manufacturers containers.
- B. The use of manufacturer's names and catalog numbers in these specifications indicates the type, design, quality, or kind of materials required, and a closed specification is not intended. Similar and/or equal products of any reputable manufacturer which will satisfactorily perform the required functions will be acceptable, unless otherwise indicated by the words NO SUBSTITUTES, or unless otherwise specifically stated. The OWNER reserves the right to reject all materials that he deems not equal to those specified, or which he decides will not satisfactorily perform the required functions.
- C. As promptly as possible after award of contract, and prior to the purchase of materials, the CONTRACTOR shall submit to the OWNER for approval a complete list of all proposed materials. The CONTRACTOR shall include complete catalog data and descriptive literature of all materials that are not identical to those specified. Material which is identical to that specified may be noted "as specified", no catalog data being required in that case.

13. SAMPLES

- A. The CONTRACTOR shall furnish for approval all samples as specified or requested. Unless otherwise specified, submit samples in duplicate, of adequate size showing quality, type, color range, finish, texture, or other specified features. The work shall be in accordance with approved samples.

14. MATERIALS, SERVICES, AND FACILITIES

- A. The CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

15. OWNER'S DECISION

- A. The OWNER shall in all cases determine the amount, quality, acceptability, and fitness of the finished work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to fulfillment of this contract on the part of the CONTRACTOR, and the OWNER'S interpretation of the contract and the determination and decision thereon shall be final and conclusive; such determinations and decisions, in case any question arises, shall be a condition precedent to the CONTRACTOR'S right to receive any money hereunder. The OWNER shall have the right to correct all clerical, mathematical, or minor errors or omissions in the specifications when such corrections are necessary for the proper coordination of the contract documents.

16. PERFORMANCE AND PAYMENT BONDS

- A. The CONTRACTOR shall furnish a Performance Bond and a Payment Bond each in an amount equal to 100% of the total Contract Price, with a surety or sureties licensed to do business in the State of Arkansas. If the Contract Price is increased by a Contract Amendment, the Performance and Payment Bonds will each be increased to an amount equal to 100% on the Amended Contract Price.

17. WAGE RATES

- A. The CONTRACTOR shall pay at least the minimum wage rates established by law. Such wage rates are minimum rates only, and the OWNER will not consider any claims for additional compensation made by the CONTRACTOR because of payment by the CONTRACTOR of any wage rates in excess of minimum rates, nor will the OWNER consider any claim for additional compensation made by the CONTRACTOR because of wage increases established by law during the life of the contract.

18. SUBCONTRACTING

- A. The CONTRACTOR shall not award any subcontract to any Subcontractor without the OWNER'S prior approval. Only those Subcontractors of proven ability whose reputation is known to the OWNER for executing first-class work will be approved. The OWNER'S approval will not be given until the CONTRACTOR submits an itemized written statement designating the name of each Subcontractor, and the amount of each subcontract. This statement shall also designate the items of the contract that the CONTRACTOR proposes to execute directly with his own organization. The amount of these items, combined with the amounts of the various subcontract proposals, shall correspond to the contract price for the entire project. **The contract will not be signed until all Subcontractors have been approved.**
- B. The CONTRACTOR shall be as fully responsible to the OWNER for acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- C. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the CONTRACTOR by the terms of the General Provisions and other Contract Documents insofar as applicable to the work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.
- D. Nothing contained in this contract shall create any contractual relation between any Subcontractor and the OWNER. It is specifically pointed out that the contractual relationship shall exist between the OWNER and the CONTRACTOR only. It is the CONTRACTOR'S duty, in his own interest, to enter into sub-contractual agreements within strict accordance with all provisions of the Contract Documents. The failure of the CONTRACTOR to make the proper agreements with his Subcontractors and suppliers shall in no way relieve the CONTRACTOR of his responsibilities and obligations to the OWNER.
- E. The CONTRACTOR and all Subcontractors for the various branches of work employed on the project shall cooperate fully with each other to facilitate the progress of the work, and to avoid all interferences between the various parts of the work.
- F. Whenever his work is in progress, each Subcontractor shall have present at the job site a Job Superintendent, foreman, or other duly authorized agent with authority to control the Subcontractor's work. The OWNER reserves the right to remove from the project the Subcontractor's agent or any other employee of the Subcontractor, if such removal is necessary to protect the OWNER'S interest.

19. CONTRACTOR'S INSURANCE

- A. General:
 - 1. At his own expense, the CONTRACTOR shall obtain and maintain during the life of this contract insurance of the various types and amounts specified below. The "life of this contract" means the time period from date of issuance by the OWNER of Notice To Proceed, through date of issuance by the OWNER of Certificate of Final Completion.



- 2. Before any work is begun by the CONTRACTOR or any of his Subcontractors, the CONTRACTOR shall furnish to the OWNER'S authorized representative two copies of Certificate of Insurance showing the effectiveness of all required insurance for the CONTRACTOR, for each of his Subcontractors and for the OWNER. No work shall begin under this contract until the OWNER'S authorized representative has given written approval of the insurance certificates.
- B. Satisfactory certificates of insurance shall be filed with the OWNER prior to starting any work on this contract.
- 1. **Workmen's Compensation and Employer's Liability:** This insurance shall protect the CONTRACTOR against all claims under applicable state workmen's compensation laws. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement. CONTRACTOR agrees to waive all rights of subrogation against the OWNER and its representatives under the Workers Compensation policy for Work performed under this CONTRACT.
 - a. The liability limits shall not be less than:

Workmen's compensation	Statutory	
Employer's liability	\$1,000,000	Each Accident
	\$1,000,000	Aggregate Disease
	\$1,000,000	General Aggregate
- 2. **Comprehensive Automobile Liability:** This insurance shall be written in comprehensive form and shall protect CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The OWNER and the ENGINEER will be named as an additional insured under the CONTRACTORS Comprehensive Automobile Liability Policy. This coverage will be considered primary and not contributory to any other insurance available to the OWNER or the ENGINEER. CONTRACTOR agrees to waive all rights of subrogation against the OWNER and its representatives under the Automobile Liability policy for Work performed under Contract.
 - a. The liability limits shall not be less than:

Bodily injury:	\$1,000,000	Each Accident
Property damage:	\$1,000,000	Each Accident

3. **Comprehensive General Liability:** This insurance shall be written in comprehensive form and shall protect CONTRACTOR against all claims arising from injuries to persons other than his employees or damage to property of OWNER or others arising out of any act or omission of CONTRACTOR or his agents, employees, or Subcontractors Policies will include premises/operations, products, completed operations, independent contractors, Explosion, Collapse, Underground Hazard, Broad Form Contractual, Personal Injury, Advertising Injury , and Broad Form Property Damage.

The OWNER and the ENGINEER will be named as an additional insured under the CONTRACTORS Commercial General Liability policy. This coverage will be considered primary and not contributory to any other insurance available to the OWNER or the ENGINEER.

CONTRACTOR agrees to waive all rights of subrogation against the OWNER and its representatives under the Commercial General Liability policy for Work performed under Contract.

- a. The liability limits shall not be less than:

Each Occurrence Limit:	\$1,000,000
Bodily Injury:	\$1,000,000
Property Damage:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
General Aggregate:	\$1,000,000
Products Aggregate:	\$1,000,000

4. **Property Insurance:** CONTRACTOR shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these General Conditions or required by Laws and Regulations) but not less than an amount equal to the Total Bid Price. This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, flood, and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to OWNER by certified mail.

20. SETTLEMENT OF INSURANCE CLAIMS.

- A. CONTRACTOR shall be responsible for promptly responding to any and all claims of personal injury or property damage that may arise throughout the project. OWNER shall refer all claims to the CONTRACTOR'S representative as necessary. CONTRACTOR shall provide OWNER with proof of settlement documentation prior to Final Payment and release of Retainage.
- B. Insured losses under policies of insurance which include OWNER'S interests shall be adjusted with OWNER and made payable to OWNER as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause, and any direction by arbitrators.
- C. OWNER as trustee shall have power to adjust and settle losses with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to OWNER'S exercise of this power and, if such objection be made, arbitrators shall be chosen as provided in the General Conditions. OWNER as trustee shall, in that case, make settlement with the insurers in accordance with the direction of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

21. DAMAGE TO EXISTING UTILITIES, STRUCTURES, AND OTHER PROPERTY

- A. The CONTRACTOR shall repair or pay for all damage caused by his operations to all existing utility property, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost all damage suits which may arise as a result of his operations.
- B. Provide adequate signs and watchmen to comply with the requirements of all authorities having jurisdiction, and as necessary for the safety and convenience of the general public.

22. RIGHTS OF THE OWNER TO TERMINATE CONTRACT

- A. If the CONTRACTOR should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the CONTRACTOR or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if he should refuse or fail to make prompt payment to persons supplying labor or material for the work under the Contract, or persistently disregard instructions or fail to observe or perform any provisions of the OWNER'S instructions, or fail to observe or perform any provisions of the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the OWNER may, by at least five days prior written notice to the CONTRACTOR without prejudice to any other rights or remedies of the OWNER in the premises, terminate the CONTRACTOR'S right to proceed with the work. In such event, the Surety shall take over the work and prosecute it to completion, by contract or otherwise, and the Surety shall be liable for all costs in excess of the contract price; and in such case the Surety may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of, the rights of the OWNER under all other provisions of the Contract Documents.

23. CHANGES IN WORK

- A. At any time by a written order and without notice to the sureties, the OWNER may make changes in the specifications of this contract and within the general scope thereof. In making any change, the charge or credit for the change will be determined by the OWNER by one of the following methods prior to the issuance of the order for the changed work:
1. Method 1: The order shall fix the total lump sum value of the change, and shall establish the amount that shall be added to or deducted from the contract price. On all changes involving extras which will be added to the contract price, the price of the extra's shall include the CONTRACTOR'S overhead and profit, which shall be as described in Method 4 below. On all changes that involve a net credit to the OWNER, no allowance for overhead and profit shall be figured, except as otherwise noted in Method 2 below.
 2. Method 2: If the change involves items for which unit bid prices are shown in the PROPOSAL, the amount to be added to or deducted from the contract price shall be determined by multiplying the unit quantities of the items to be added or omitted by the corresponding unit bid prices for the items involved, without further allowance for CONTRACTOR'S overhead and profit.
 3. Method 3: If the work is performed on a unit price basis and the change involves adding items for which no unit prices are shown in the PROPOSAL, the unit prices for the items involved shall be estimated by Method 1 above or Method 4 below, based upon cost data of similar bid items. The amount to be added to the contract price shall be determined by multiplying the unit quantities of the item to be added by this estimated unit price.
 4. Method 4: By ordering the CONTRACTOR to proceed with work and to keep and present, in such form as the OWNER may authorize, a correct account of the total cost of the change, together with all vouchers therefore. The total cost shall be determined as follows:
 - a. Compute the net cost of the change, which shall include: direct labor and items incidental to labor, such as public liability insurance, workmen's compensation insurance, and social security; materials and sales taxes on materials; the actual use of power tools and equipment; power; and pro-rata charges for foremen.

- b. Except as otherwise specified in Paragraph B below, compute an allowance for overhead and profit. This allowance shall not exceed the following percentages of the net cost of the change as determined in Paragraph 4a above: for all work performed directly by the CONTRACTOR without subcontracting, 10 percent overhead and 10 percent profit for the CONTRACTOR; for all work performed directly by a Subcontractor for the CONTRACTOR, 10 percent overhead and 10 percent profit for the Subcontractor, and 5 percent handling charge for the CONTRACTOR; for all work performed by a Sub-subcontractor for a Subcontractor, 10 percent overhead and 10 percent profit for the Sub-subcontractor, 5 percent handling charge for the Subcontractor, and 5 percent handling charge for the CONTRACTOR. In no case shall the 10 percent overhead and 10 percent profit be applied to any work which has previously had these allowances added, nor shall the 5 percent handling charge be applied to any work which is not Subcontracted. The 5 percent handling charge may be applied to the net cost of the change plus its allowable overhead and profit. Among the items which may be considered as overhead are: bond or bonds; supervision; superintendents; time keepers; clerks; watchmen; small tools; incidental job burdens; general office expenses; and insurance other than that noted in Paragraph 4a above.
- c. The sum of the amounts computed in accordance with paragraphs 4a and 4b above shall constitute the total cost of the Change Order, except as otherwise specified in Paragraph B below.

- B. Where required by the OWNER, the CONTRACTOR shall furnish to the OWNER an itemized breakdown of the quantities and prices used in computing the value of each change that may be authorized.

24. ALLOWANCE FOR AUTHORIZED CONTRACT AMENDMENTS

- A. No allowance for authorized contract amendments included in this project.

25. SAFETY AND HEALTH REGULATIONS

- A. The CONTRACTOR shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the **Occupational Safety and Health Act of 1970 (PL 91-596)** and under Section 107 of the **Contract Work Hours and Safety Standards Act (PL 91-54)**.
- B. Authorized representatives of the Department of Labor shall be permitted free access to the project for inspections.

26. SANITARY FACILITIES

- A. Where satisfactory sanitary facilities are not available to the job, the CONTRACTOR shall construct and maintain temporary toilet facilities complying with all local health department requirements and satisfactory to the OWNER, and shall remove them after completion of the project.

27. TAXES

- A. The CONTRACTOR shall pay all applicable Federal, State, and Local taxes, and shall include the total amount of the taxes in the bid price.

28. GUARANTEE

- A. The Contractor shall insure the project to be complete in every detail and ready for OWNER'S beneficial use, as specified herein upon completion of contract.

29. SHOP DRAWINGS AND SUBMITTALS

- A. Except as otherwise specified, as soon as practical after contract awarded and without causing delay in the work, submit at least three bound copies of shop drawing of all items for which shop drawings and submittals are specified in other sections, and for all major equipment whether they are specified in other sections or not. Each submittal shall be as follows and clearly marked with the project name, dated, and accompanied by a letter of transmittal listing all items included in the submittal and referencing the project specification page and article numbers applicable to each item.
 - 1. Shop drawings and or Submittals shall be submitted in complete sets. These will be marked up and checked accordingly. Two sets will be returned to the CONTRACTOR and the OWNER will retain one copy.
 - 2. Shop drawings and/or submittals shall include: Fabrication, erection, layout, and setting drawings, manufacturers' catalog sheets and/or descriptive data for materials and equipment, showing dimensions, performance characteristics, and capacities; wiring and control diagrams; electrical characteristics; and other pertinent information as required to obtain approval of the items involved.
- B. Before submission, the CONTRACTOR shall check the shop drawings and submittals furnished directly by him, and the applicable subcontractor shall check for all items furnished by the subcontractor involved, as follows: check for completeness and compliance with the contract documents; check and verify all dimensions and field conditions relating to the shop drawings; and certify in writing that these checks have been made.
 - 1. The OWNER will return for resubmission, all shop drawings submitted without the above specified approval and certification, and all shop drawings and submittals, which in the OWNER'S opinion contain numerous discrepancies and/or have not been checked or have been superficially checked only by the CONTRACTOR or Subcontractor.
- C. After the OWNER has checked the shop drawings and/or submittals, except as otherwise specified below, satisfactory shop drawings and/or submittals will be approved and dated, and two sets will be returned to the CONTRACTOR. If shop drawings and/or submittals are disapproved, two sets will be returned to the CONTRACTOR, with indications of the required corrections and changes made on both sets. Make such corrections and changes as indicated. Resubmit shop drawings and/or submittals as specified above, until approval has been obtained. No corrections or charges indicated on shop drawings shall be considered as an extra work order.
- D. Shop drawings approval by the OWNER will be general only, and such approval will not relieve CONTRACTOR or subcontractor of responsibility for accuracy of such shop drawings, proper fittings, coordination, construction of work, and furnishing materials and work required by CONTRACTOR but not indicated on shop drawings. Approval of shop drawings shall not be construed as approving departures from Contract requirements.

30. PRECONSTRUCTION CONFERENCE

- A. After Notice of Contract Award, the OWNER will conduct a pre-construction conference with the CONTRACTOR. All parties will be notified in advance as to the location, date, and exact time of this conference. In this conference the CONTRACTOR shall:
 - 1. Submit his proposed general sequence of operations to the OWNER for approval.
 - 2. Advise the OWNER of all anticipated scheduling problems and difficulties with OWNER'S operations, and present plans to avoid unnecessary interferences therewith.
 - 3. Obtain the OWNER'S interpretation and clarification and/or decision concerning questionable requirements.
 - 4. Discuss with the OWNER any other items pertaining to the work, as desired.
- B. The OWNER will furnish written minutes of the pre-construction conference to the CONTRACTOR, verifying the interpretations, clarifications, instructions, agreements, and other information resulting from this conference.
- C. The OWNER will issue the Notice to Proceed at the end of the Conference.

31. ASSIGNMENT OF CONTRACT

- A. The CONTRACTOR shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the OWNER'S written consent. In case the CONTRACTOR assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the CONTRACTOR shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

32. WATER AND ELECTRICITY FOR CONSTRUCTION

- A. Water: At no cost to the CONTRACTOR, the OWNER will furnish all necessary water for construction purposes, subject to the following conditions:
 - 1. Water will be available from existing water facilities, at locations designated by the OWNER. The CONTRACTOR shall make all necessary arrangements and shall provide all necessary hoses, temporary pipe-work, portable tanks, and other equipment to convey the water to the usage locations.
 - 2. Carefully conserve all water, and do not waste it unnecessarily.
 - 3. Before each water delivery from the existing water facilities, obtain the OWNER'S prior approval of the time and duration of flow, approximate rate of flow, and approximate volume of water required.
- B. Electricity: At no cost to the CONTRACTOR, the OWNER will furnish 120V electricity necessary for construction purposes, subject to the following condition:
 - 1. 120V Electricity will be available from existing receptacles. The CONTRACTOR shall make all necessary arrangements and shall provide all extension cords and other equipment necessary to perform the work.

33. CLEANING UP

- A. Upon completion of the work, CONTRACTOR shall remove all construction equipment and unused materials provided for the work, and put all buildings, structures, and premises in a neat and clean condition, and do all cleaning and washing required by the specifications.
- B. CONTRACTOR shall: remove all sand and blast media from the work site. Leave all areas in a condition similar to that found prior to the project.
- C. Materials or equipment known to belong to others shall not be removed from the site without duly notifying the OWNER thereof.

34. TEMPORARY FACILITIES

- A. At CONTRACTOR'S expense, provide temporary facilities as required for the project execution, including but not limited to:
 - 1. Temporary sanitary facilities.
 - 2. Temporary stairs, ladders, ramps, and hoists, as required.
 - 3. Other temporary items specified elsewhere, and as indicated.
- B. Prior to final project acceptance remove all temporary facilities, unless otherwise approved.

35. DOCUMENTATION REQUIRED FOR PAYMENTS

- A. **Schedules & Data.** Each Application for Progress Payment shall be accompanied by CONTRACTOR'S updated schedule of operations, or progress report, with such procurement schedules, value of material on hand included in application, and other data reasonably required by OWNER.
- B. **Documentation for Final Payment.** CONTRACTOR'S Application for Final Payment shall be accompanied by consent of the surety to final payment, and a list of all unpaid bills and all unresolved claims.
- C. **Waivers of Liens.** CONTRACTOR'S Application for Final Payment shall be accompanied by complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full with affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material, and equipment bills, other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor, material-man, fabricator, or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify him against any Lien.

36. RETAINAGE

- A. Retainage in the amount of 10% of the first 50% of contract Work shall be withheld by OWNER, but upon the completion of the first 50% of the contract Work, one-half of said retainage shall be paid to CONTRACTOR. No more than 5% retainage may be withheld by OWNER on the remaining 50% of the Work performed.
- B. In the event that claims of damage are made against the CONTRACTOR, the OWNER shall have the right to hold the final 5% retainage until such time that settlements are evidenced.

37. FINAL INSPECTION AND ACCEPTANCE.

- A. Upon written notice from CONTRACTOR that he considers all Work complete, OWNER shall make a final inspection with CONTRACTOR and shall notify CONTRACTOR in writing of incomplete or defective work revealed by the inspection. CONTRACTOR shall promptly remedy such deficiencies.
- B. After CONTRACTOR has remedied all deficiencies to the satisfaction of OWNER and delivered all construction records, maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, and other documents (all as required by the Contract Documents), CONTRACTOR shall be promptly notified by OWNER in writing that the Work is acceptable.

38. ARBITRATION.

- A. All decisions by arbitration of claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, and are subject to enforcement under the prevailing arbitration law. Awards rendered by arbitrators shall be final, and judgment may be entered in any court having jurisdiction.
- B. The request for arbitration shall be filed in writing with the other party to the Agreement within a reasonable time after the claim, dispute, or other matter in question has arisen. If the other party answers in writing that he does not wish to submit the matter to arbitration, or if he fails to give a written response within ten days after receiving the request, the claimant or dissenting party may start action in court. If arbitration is agreed to, the claimant or dissenting party shall file written notice with the American Arbitration Association.
- C. CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and OWNER in writing.

39. WORK SCHEDULE

- A. No Work shall be done between 6:00 p.m. and 7:00 a.m., or on Weekends, legal holidays, or anytime games are being played at the ballfield without the written permission of OWNER. However, emergency work may be done without prior permission.
- B. Night work may be undertaken as a regular procedure with the written permission of OWNER; such permission, however, may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.



- C. CONTRACTOR shall pay close attention to neighboring property owners with respect to quiet hours. Air compressors and other noisy equipment shall not be operated at times to interfere with the daily rest of the adjoining properties and residents.

40. LEGAL ADDRESSES

- A. The business addresses of CONTRACTOR given in the Bid Form and CONTRACTOR'S office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to CONTRACTOR will be mailed or delivered. The address of OWNER appearing hereinbefore is hereby designated as the place to which all notices, letters, and other communication to OWNER shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the other party.



ADDENDA AND MODIFICATIONS

1. If, during the bidding period, there arises a need for further clarification of the meaning or intent of the Documents, notify the OWNER not less than five (5) days prior to Bid Date. All such necessary clarifications, information, interpretations or amendments shall be answered in form of written addenda to the Specifications, issued simultaneously to all holders of complete sets of Documents.
2. No addenda will be issued less than two days prior to the Bid opening date. OWNER shall not be responsible for oral interpretations or instructions during bidding period.
3. All addenda are incorporated, by reference, into the Contract. Failure of any Bidder or sub-bidder to receive any addenda shall not relieve the Bidder of any obligation with respect to his Bid.
4. All Addenda and modifications to the Contract Documents shall be inserted and indexed in this location behind this page.

PARAGOULD WASTEWATER TREATMENT PLANT**UV CANOPY EXTENSION****PART 1 – GENERAL****1.01 SCOPE****A. Description of Work**

1. The existing overhead canopy shall be extended to the North approximately 11' 7-1/2" and to the South approximately 13' 5-1/2". Two (2) support structures shall be constructed from W8x18 Beams with baseplates mounted to the existing slab. The 5" square tube purlins shall be extended using a 4-1/2" square splice tube and a WT6x8 stiffener field welded to create the connection. Metal roof deck shall be installed along with gutters and all required flashing, ridge cap, trim, etc. A W8x24 crane beam shall be installed over the existing UV equipment. Aluminum handrails and guardrails shall be installed around the UV basin as shown on the plans.

PART 2 - MATERIAL**2.01 STEEL**

- A. All structural steel beams, angles, and tubing shall be grade A36 minimum and shall have hot-dipped galvanized coating.
 - 1. All other steel components shall have hot-dipped galvanized coatings where available, otherwise a cold galvanizing compound spray shall be applied.
 - 2. All field welds, and anywhere the original hot-dipped galvanized coating is compromised during construction, shall have a cold galvanizing compound spray applied.
- B. Metal roof panels to be of same design, size, thickness, and color of existing roof.
- C. Refer to plans for additional specifications for materials required.

2.02 ALUMINUM

- A. All handrails and guard rails to be constructed or fabricated from aluminum. The design, size, and layout shall match existing handrails and guardrails.
 - 1. Refer to plans for additional specifications for materials required.

2.03 STAINLESS STEEL

- A. Baseplate mounting angles shall be stainless steel.
- B. All anchor bolts and fasteners to be 304 Stainless Steel unless otherwise noted in the plans.
- C. Refer to plans for additional specifications for materials required.

2.04 SUBMITTALS

- A. Shop Drawings (Handrails, Guardrails, Roof Panels, and Gutters)
 - 1. Manufacturer's catalog information, descriptive literature, specifications and identification of materials of construction.
 - 2. Detailed drawings showing equipment fabrication, dimensions, method of attachment including number, locations and size of fasteners and weights of fabrications.
 - 3. Manufacturer's recommended dimensions, mounting configuration and location for each application.



APPENDIX







