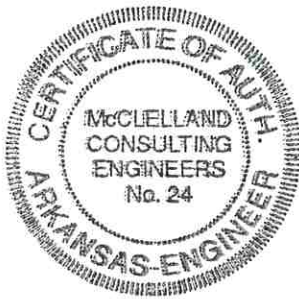
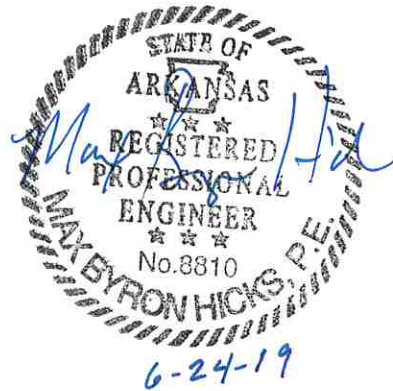


# PROJECT MANUAL

## CITY OF BRYANT WATER SYSTEM IMPROVEMENTS – ANNUAL CONTRACT



JUNE, 2019



MCE PROJECT NO. 19-5762

**MCE** McCLELLAND  
CONSULTING  
ENGINEERS, INC.  
DESIGNED TO SERVE



# **PROJECT MANUAL**

## **CITY OF BRYANT WATER SYSTEM IMPROVEMENTS – ANNUAL CONTRACT**

**JUNE, 2019**

**MCE PROJECT NO. 19-5762**

**Prepared By:**  
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**CITY OF BRYANT WATER SYSTEM IMPROVEMENTS – ANNUAL CONTRACT  
19-5762**

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**DOCUMENT 00030  
ADVERTISEMENT FOR BIDS**

**BIDS:** July 16, 2019

**PROJECT:** CITY OF BRYANT WATER SYSTEM IMPROVEMENTS – ANNUAL CONTRACT – 19-5762

**OWNER:** City of Bryant  
210 SW 3<sup>rd</sup> Street  
Bryant, AR 72022  
501-943-0468

The City of Bryant, Arkansas will receive sealed bids on a General Contract for waterline and water distribution system improvements and repairs. This contract is intended to be an annual “on-call” contract which may be extended annually for up to five (5) years. The type of work anticipated may include: emergency repairs, line segment replacement/installation, point repairs, gate valve replacement/installation, water hydrant replacement/installation, water meter assembly installation, service line repair/installation and other similar activities. Work orders will be developed on an as needed basis and all work will be paid for on a unit prices basis. The contract will cover up to a five (5) year period; work may be added to the contract each of the subsequent four (4) years, after the first year, by change order with possible minor adjustments to contract unit prices. The City of Bryant will deliver “Work Orders” on an as-needed basis and as needs are identified.

Bids shall be on a unit price basis.

The City of Bryant, Arkansas will receive Bids until 12:00 p.m. local time on July 16, 2019 at Bryant Street Department, 1017 SW 2<sup>nd</sup> Street, Bryant, Arkansas 72022, addressed to Mark Grimmett, Public Works Director. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud at 2:00 p.m. on July 16, 2019 at the address above. All interested parties are invited to attend.

Digital copies of the bid documents are available at <http://www.mce.us.com> for a fee of \$15. These documents may be downloaded by selecting this project from the “Current Bids” link, and be entering Quest Project Number 6414282 on the “Browse Projects” page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com). Addendums to the bid package will be issued through the online MCE Plan Holders List; therefore, all prime bidders shall be responsible for downloading the bid documents from the MCE online plan room in order to be included in the Plan Holders List and submit a bid. Bidders must enter the addenda numbers in the Proposal to verify receipt.

Bidders must be licensed contractors qualified for doing business in the State of Arkansas.

Bidders must have their home office, crews and equipment located within 50 miles of Bryant, Arkansas to help ensure timeliness in the event of an emergency.

For information concerning the proposed work, contact Byron Hicks at the Engineer's office.

The Owner reserves the right to waive irregularities and to reject bids and to postpone the award of the Contract for a period of time which shall not exceed beyond 90 days from the bid opening date.

**CITY OF BRYANT, ARKANSAS**



**DOCUMENT 00100**

**INSTRUCTIONS TO BIDDERS**

**PARAGRAPH NO./TITLE**

1. FORMAT
2. SPECIFICATION LANGUAGE
3. GENERAL DESCRIPTION OF THE PROJECT
4. QUALIFICATION OF CONTRACTORS
5. MINORITY PARTICIPATION
6. DOCUMENT INTERPRETATION
7. BIDDER'S UNDERSTANDING
8. PROJECT MANUAL AND DRAWINGS
9. TYPE OF BID
10. TRENCH AND EXCAVATION SAFETY SYSTEM
11. PREPARATION OF BIDS
12. STATE AND LOCAL SALES AND USE TAXES
13. SUBMISSION OF BIDS
14. TIE BIDS
15. TELEGRAPHIC OR WRITTEN MODIFICATION OF BID
16. WITHDRAWAL OF BID
17. RETURN OF BID SECURITY
18. AWARD OF CONTRACT
19. BASIS OF AWARD
20. EXECUTION OF CONTRACT
21. PERFORMANCE OF WORK BY CONTRACTOR
22. TIME OF COMPLETION
23. PROVISION OF REQUIRED INSURANCE

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**DOCUMENT 00100**

**INSTRUCTIONS TO BIDDERS**

**1. FORMAT**

The Contract Documents are divided into Parts, Divisions, and Sections in keeping with accepted industry practice in order to separate categories of subject matter for convenient reference thereto. Generally, there has been no attempt to divide the Specification Sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

**2. SPECIFICATION LANGUAGE**

"Command" type sentences are used in Contract Documents. These refer to and are directed to the Contractor.

**3. GENERAL DESCRIPTION OF THE PROJECT**

A general description of the Work to be done is contained in the ADVERTISEMENT FOR BIDS.

The intent of this project is to allow the City of Bryant, Arkansas to have a ready source for the rehabilitation of water mains at any location designated by the city for up to a five (5) year period. The initial contract will end on August 30, 2020. If the Contractor and the city agree to an extension of the Contract at the Unit Prices being used at the time, the Contract may be extended to August 30, 2021. This process may be repeated each August for a total of four (4) years following the first year of the contract. The city can terminate the contract at any time during the five (5) year period.

Unit prices for each bid item shall be based on the requirements of the Information Available to Bidders "City of Bryant: Standard Specifications for Design and Construction of Water Lines and Sewer Lines", Section 01025 – Measurement and Payment as well as the Project Manual.

The Contractor shall furnish paid invoices for all materials purchased if required by Owner. If material prices increase during the years following the first year of the contract, the City of Bryant will review the request for an increase in the Unit Prices affected. If increases are not acceptable to the Owner, the Owner reserves the right to publicly bid the work.

The City of Bryant does not guarantee a minimum amount of work for 2019 - 2020 or for subsequent years following 2019.

The City of Bryant shall deliver "Work Orders" on an as needed basis, to the Contractor for rehabilitation of individual water main segments/appurtenances or for several segments/appurtenances which will be listed in the order that are to be constructed based on priority. The Contractor shall begin work on each work order within 10 calendar days of receipt. The City of Bryant has the right to deliver an "Emergency Work Order" which shall require the Contractor to have a crew on site and begin work within two (2) hours of notice. Failure of the Contractor to perform on time shall be grounds for termination of the Contract after a written

warning is delivered to the Contractor. Repeated failures to perform in a timely manner will be grounds for termination of the Contract.

The Bidder's attention is called to the fact that some areas of this project will be residential in nature and contain extensive vegetation. The Contractor shall be responsible for the replacement of all vegetation damaged by his operation during the project. This includes any sod, flowers, shrubs, bushes, or trees. The Contractor shall be responsible for the replacement of any damaged fence, walls, drainage structures, etc. removed or damaged by his operation during this project to their original condition or better. The contractor shall be responsible for restoration of any paved surfaces disturbed by his operation to original or better condition.

Access easements required to move machinery and personnel to the existing water mains for prosecution of the work shall be obtained by the City of Bryant.

All work performed shall conform to the latest edition of the City of Bryant Standard Specifications for Design and Construction of Water Lines and Sewer Lines.

#### **4. QUALIFICATION OF CONTRACTORS**

The prospective bidders must meet the statutorily prescribed requirements before Award of Contract by the Owner.

Owner shall review each Bidder's qualifications before a Contract will be awarded for the work contemplated herein. The Owner will conduct investigations, as necessary, to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

In general, when bidding on a project that **DOES NOT** include Federal Funding, the Bidder must be a Licensed Contractor in the State of Arkansas before a bid is submitted. If a project **DOES** include Federal Funding, the Bidder must have an application on file with the State of Arkansas Contractor's Licensing Board and be in the process of obtaining a Contractor's License in the State of Arkansas. Before the Owner and Contractor enter into a Contract Agreement, the Contractor must have their License in hand. For any questions concerning Contractor's Licensing Requirements contact the State Licensing Board at (501) 372-4661.

#### **5. MINORITY PARTICIPATION**

Pursuant to Ark. Code Ann. § 22-9-203, the Owner 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.

#### **6. DOCUMENT INTERPRETATION**

The Contract Documents governing the Work proposed herein consist of all material bound herewith. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed Work. Any person

contemplating the submission of a Bid shall have thoroughly examined all of the various parts of these Documents and, should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Owner, in writing (received by the Owner at least 5 working days prior to bid opening), an interpretation thereof.

Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the Documents, which will be furnished to all Bidders receiving a set of the Documents. Bidders shall submit with their Bids, or indicate receipt, of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents not issued in writing by Addendum.

## **7. BIDDER'S UNDERSTANDING**

Each Bidder must inform himself of the conditions relating to the execution of the Work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated Work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

Information derived from topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from proper examination of the site and additional investigations as he may elect, or from proper fulfillment of all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the Work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates; nondiscrimination in the employment of labor; protection of public and employee safety and of health environment protection, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees, contractor's license, nonresident contractors' notice and bond requirements, and similar subjects.

## **8. PROJECT MANUAL**

No return of Project Manual is required and no refund will be made.

## **9. TYPE OF BID**

Unit prices shall be submitted in the appropriate places on the Bid form. The total amount to be paid to the Contractor shall be the total amount of the unit price items as adjusted based on quantities installed and/or any adjustment for additions or deletions resulting from change orders during construction.

**10. TRENCH AND EXCAVATION SAFETY SYSTEM**

IN ACCORDANCE WITH **ARK. CODE ANN. § 22-9-212**, BIDDERS MUST PROVIDE A SEPARATE PRICE FOR TRENCH AND EXCAVATION SAFETY PROGRAMS IN THE SPACE PROVIDED ON THE BID FORM. FAILURE TO DO SO WILL SUBJECT THE BIDDER TO DISQUALIFICATION.

**11. PREPARATION OF BIDS**

All blank spaces on the Bid Form must be filled in, preferably in BLACK ink. No changes shall be made in the phraseology of the forms. In case of discrepancy between unit prices and totals, unit prices will prevail.

Any Bid which contains material omissions, or irregularities, or in which any of the prices are obviously unbalanced in the opinion of the Owner may be rejected. Also, a bid may be rejected if, in any manner, it shall fail to conform to the conditions of the published ADVERTISEMENT FOR BIDS, Bidding Requirements, and Contract Documents.

Only one bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one bid for Work contemplated, all bids in which such Bidder is interested will be rejected. The Bidder shall sign his Bid Form on the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership or sole proprietorship, the true name of the firm shall be set forth above, together with the signature of the sole proprietor, partner, or partners authorized to sign Contracts in behalf of the firm. If signature is by an agent, other than an officer of a corporation or a member of a partnership or sole proprietor, a notarized power-of-attorney must be on file with the Owner prior to opening of bids or submitted with the Bid.

**12. STATE AND LOCAL SALES AND USE TAXES**

Unless the Supplementary Conditions contains a statement that the Owner is exempt from state sales tax on materials incorporated into the Work, due to the qualification of the Work under this Contract, all state and local sales and use taxes, as required by the laws and statutes of the state and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid Form to separately itemize the tax.

**13. SUBMISSION OF BIDS**

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Form provided herein. Each Bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

**14. TIE BIDS**

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

**15. TELEGRAPHIC OR WRITTEN MODIFICATION OF BID**

Any Bidder may modify his bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. The telegraphic or written communication should not reveal the bid price; it shall, however, state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

**16. WITHDRAWAL OF BID**

Any Bid may be withdrawn prior to the scheduled time for the opening of bids either by telegraphic or written request, or in person. No Bid may be withdrawn after the time scheduled for opening of Bids, unless the time specified in Item, AWARD OF CONTRACT, of these INSTRUCTIONS TO BIDDERS shall have elapsed.

**17. AWARD OF CONTRACT**

Within ninety (90) calendar days after the opening of Bids, unless otherwise stated in the ADVERTISEMENT FOR BIDS or SUPPLEMENTARY CONDITIONS of these Documents, the Owner will accept one of the Bids or will act in accordance with BASIS OF AWARD, below. The acceptance of the Bid will be by written notice of award, mailed or delivered to the office designated on the Bid Form. In the event of failure of the lowest responsible and responsive qualified Bidder to sign and return the Contract as prescribed herein, the Owner may award the Contract to the next lowest responsible and responsive qualified Bidder. Such award, if made, will be made within ninety (90) days after the opening of Bids.

**18. BASIS OF AWARD**

If, at the time this Contract is to be awarded, the Total Base Bid of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all bids or take other action as best serves the Owner's interests. The basis of the award will be as stated in the bid.

**19. EXECUTION OF CONTRACT**

The successful Bidder shall, within fifteen (15) consecutive days after receiving Notice of Award, sign and deliver to the Owner the Contract hereto attached. Within fifteen (15) consecutive days

after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

## **20. PERFORMANCE OF WORK BY CONTRACTOR**

The Contractor shall perform on the site, and with his own organization, work equivalent to at least seventy percent of the total amount of the Work to be performed under this Contract. Contractors submitting bids where seventy percent of Work is not with their own forces shall be deemed a "Brokerage Contractor" and the bid may be rejected by Owner.

If, during the progress of the Work hereunder, the Contractor requests a reduction of the percentage and the Engineer determines that it would be to the Owner's advantage, the percentage of the work required to be performed by the Contractor's own organization may be reduced, PROVIDED prior written approval of such reduction is obtained by the Contractor from the Engineer.

Each bidder must furnish with his bid a list of the items that he will perform with his own forces and the estimated total cost of these items.

## **21. TIME OF COMPLETION**

The time of completion of the Work to be performed under this Contract is of the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in Document 00700 - GENERAL CONDITIONS. The time allowed for the completion of the Work is stated in Document 00500 - Contract.

## **22. PROVISION OF REQUIRED INSURANCE**

The Bidder's attention is directed to the insurance requirements set forth in the General Conditions (amended in the Supplementary Conditions, if appropriate). Submittal of a bid indicates full understanding and intent to comply with the insurance requirements which are a condition of the contract.

**END OF SECTION**



**DOCUMENT 00200**

**INFORMATION AVAILABLE TO BIDDERS**

**PART 1. GENERAL**

**1.1 SECTION INCLUDES**

- A. City of Bryant: Standard Specifications for Design and Construction of Water Lines and Sewer Lines.
- B. Arkansas Prevailing Wage is exempt.

**PART 2. PRODUCTS**

Not Used.

**PART 3. EXECUTION**

Not Used.

**END OF SECTION**



**DOCUMENT 00300**

**BID FORM**

**NOTE TO BIDDER:** Please use BLACK ink for completing this Bid form.

To: \_\_\_\_\_

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

Project Title: **CITY OF BRYANT WATER SYSTEM IMPROVEMENTS – ANNUAL CONTRACT**

Engineer's  
Project No.: **19-5762**

Date: \_\_\_\_\_

Arkansas Contractor's  
License No.: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

Bidder's person to contact for additional information on this Bid:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**ADDENDA**

The Bidder hereby acknowledges that he/she has received Addenda Numbers:

\_\_\_\_\_ to these Specifications.  
(Bidder insert number of each addendum received.)

**INSURANCE REQUIREMENTS**

The Bidder hereby acknowledges that he/she has read and understands the insurance requirements for this project as specified in the General Conditions. If awarded a construction contract, the Bidder agrees to furnish the required insurance certificates within fifteen (15) days of the date the award is made.

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

**MEASUREMENT AND PAYMENT**

The Bidder hereby acknowledges that he/she has read and understands Section 01025 - Measurement and Payment completely prior to completing this Bid Form.

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

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he has exercised his own judgment and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his own conclusions.

The Bidder states that he has experience in and is qualified to perform the work herein specified and, if he does not have craftsmen experienced and qualified in any phase of the work for which this Bid is offered, that he will subcontract the work under said phase to a contractor who does have the necessary experience and qualifications.

**CONTRACT EXECUTION**

The Bidder agrees that if this Bid is accepted, he will, within 15 days after notice of award of Contract, sign the Contract in the form annexed hereto, and will, to the extent of his Bid and each individual Work Order, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

**CERTIFICATES OF INSURANCE**

The Bidder further agrees to furnish the Owner, before executing the Contract, the certificates of insurance as specified in these Documents.

**START OF CONSTRUCTION, CONTRACT COMPLETION TIME, AND LIQUIDATED DAMAGES**

Start of Construction, Contract Completion Time, and Liquidated Damages are stated in Document 00500 - Contract.

## SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

## UNIT PRICE BASE BID

Any Bid may be rejected which contains material omissions, or irregularities, or in which any of the unit prices are obviously unbalanced in the opinion of the Owner. Also, a bid may be rejected if, in any manner it shall fail to conform to the conditions of the published Bidding Requirements and Contract Documents. The bidder agrees to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the Contract Documents.

Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization (Work Orders), Complete	EA	1	\$	\$
2	Mobilization/Demobilization (Emergency Work Orders), Complete	EA	1	\$	\$
3	Storm Water Pollution Prevention Plan	EA	1	\$	\$
4	Fire Hydrant Assembly	EA	1	\$	\$
5	SDR 9 HDPE Service Tubing (Non-Pavement Areas)	LF	1	\$	\$
6	SDR 9 HDPE Service Tubing (Below Pavement)	LF	1	\$	\$
7	Meter Setter				
	(A) 3/4"	EA	1	\$	\$
	(B) 1"	EA	1	\$	\$
	(C) 1 1/2"	EA	1	\$	\$
	(D) 2"	EA	1	\$	\$
8	Encasement for Service Crossing				
	(A) 1 1/2" HDPE SDR 9 Encasement	LF	1	\$	\$
	(B) 3" HDPE SDR 9 Encasement	LF	1	\$	\$
9	Direct Bury Steel Encasement	LF	1	\$	\$
10	1" Tapping Saddle and Corporation Stop	EA	1	\$	\$

Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost
11	PVC Pipe				
	(A) 2" SDR 13.5	LF	1	\$	\$
	(B) 4" SDR 14 OR C900	LF	1	\$	\$
	(C) 6" SDR 14 OR C900	LF	1	\$	\$
	(D) 8" SDR 14 OR C900	LF	1	\$	\$
12	Ductile Iron Pipe, Class 250				
	(C) 10"	LF	1	\$	\$
	(D) 12"	LF	1	\$	\$
	(E) 14"	LF	1	\$	\$
	(F) 16"	LF	1	\$	\$
13	Megalug Joint Restraint, Series 2000 PV				
	(A) 2"	EA	1	\$	\$
	(B) 4"	EA	1	\$	\$
	(C) 6"	EA	1	\$	\$
	(D) 8"	EA	1	\$	\$
14	Megalug Joint Restraint, Series 1100				
	(A) 8"	EA	1	\$	\$
	(B) 10"	EA	1	\$	\$
	(C) 12"	EA	1	\$	\$
	(D) 14"	EA	1	\$	\$
	(E) 16"	EA	1	\$	\$
15	Gate Valves				
	(A) 4"	EA	1	\$	\$
	(B) 6"	EA	1	\$	\$
	(C) 8"	EA	1	\$	\$
	(D) 10"	EA	1	\$	\$
	(E) 12"	EA	1	\$	\$
16	Butterfly Valves				
	(A) 14"	EA	1	\$	\$
	(B) 16"	EA	1	\$	\$

Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost
17	"Cut-In" Gate Valve				
	(A) 4"	EA	1	\$	\$
	(B) 6"	EA	1	\$	\$
	(C) 8"	EA	1	\$	\$
	(D) 10"	EA	1	\$	\$
18	Tapping Sleeve and Gate Valve Assembly				
	(A) 6" x 4"	EA	1	\$	\$
	(B) 6" x 6"	EA	1	\$	\$
	(C) 8" x 6"	EA	1	\$	\$
	(D) 8" x 8"	EA	1	\$	\$
	(D) 10" x 6"	EA	1	\$	\$
	(E) 10" x 8"	EA	1	\$	\$
	(F) 10" x 10"	EA	1	\$	\$
	(G) 12" x 6"	EA	1	\$	\$
	(H) 12" x 8"	EA	1	\$	\$
	(I) 12" x 10"	EA	1	\$	\$
	(J) 12" x 12"	EA	1	\$	\$
19	Saddles				
	(A) 4"	EA	1	\$	\$
	(B) 6"	EA	1	\$	\$
	(C) 8"	EA	1	\$	\$
	(D) 10"	EA	1	\$	\$
	(E) 12"	EA	1	\$	\$
20	2" Blow-Off Hydrant	EA	1	\$	\$
21	Combination Air Relief Valve				
	(A) 1"	EA	1	\$	\$
	(B) 2"	EA	1	\$	\$

Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost
22	Valve Boxes	EA	1	\$	\$
23	Meter Boxes with Lid	EA	1	\$	\$
24	Asphalt Pavement Repair	SY	1	\$	\$
25	Concrete Pavement Repair	SY	1	\$	\$
26	Gravel Surfacing Repair	SY	1	\$	\$
27	Lawn and Grass Restoration – Sodding Method	SY	1	\$	\$
28	Lawn and Grass Restoration – Seeding Method	SY	1	\$	\$
29	Highway Bore with Steel Encasement				
	(A) 6" Steel Encasement	LF	1	\$	\$
	(B) 8" Steel Encasement	LF	1	\$	\$
	(C) 12" Steel Encasement	LF	1	\$	\$
	(D) 16" Steel Encasement	LF	1	\$	\$
	(E) 20" Steel Encasement	LF	1	\$	\$
	(F) 24" Steel Encasement	LF	1	\$	\$
	(G) 30" Steel Encasement	LF	1	\$	\$
30	Arkansas Code Ann. §22-9-212 Trench and Excavation Safety System	EA	1	\$	\$
31	Miscellaneous (Insurance, As-Built Record Drawings, Relocation and Repair of Damages to Adjacent Utilities, and Any Items not Covered Elsewhere to Complete the Project per the Contract Documents).	EA	1	\$	\$

**TOTAL AMOUNT BID \$ \_\_\_\_\_**

\_\_\_\_\_  
Words

**BASIS OF AWARD**

The Bidder understands that the Contract will be awarded to the most qualified bidder with the lowest Total Base Bid that the Owner may choose that makes the Project cost acceptable to the Owner. The Owner reserves the right to waive irregularities, reject bids, choose the most qualified bidder for the Project, and to postpone award of the Contract for a period of time which shall not exceed beyond 90 days from the bid opening date.



**PAYMENT SCHEDULE**

A detailed payment schedule for each structure or unit shall be submitted by the successful low Bidder. The successful low Bidder shall meet with the Owner at Benton Utilities in Benton, Arkansas, to review the format and details of the payment schedule. This meeting shall be held within 5 days of notification that the Contractor is the low Bidder. The purpose of the meeting shall be to establish an acceptable format for the payment schedule. The construction detailed payment schedule shall be completed by the Contractor 14 days after the meeting and submitted to the Owner for review and approval. Failure of the Contractor to submit the payment schedule as required may result in the Owner's rejection of the Bid or delay in processing the Contractor's request for a progress payment.

**SUBCONTRACTORS**

The Bidder further certifies that proposals from the following subcontractors were used in the preparation of this Bid; and if awarded a contract, Bidder agrees to not enter into Contracts with others for these divisions of the Work without written approval from the Owner and Engineer.

<b>Subcontractor</b>	<b>Subcontractor</b>
Arkansas Contractor License #	Arkansas Contractor License #
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
<b>Subcontractor</b>	<b>Subcontractor</b>
Arkansas Contractor License #	Arkansas Contractor License #
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code

**SUPPLIERS/VENDORS**

The Bidder shall list the suppliers/vendors where material for this Project will be purchased from and successful Bidder shall updated suppliers/vendors during construction of the Project.

<b>Supplier/Vendor Name</b>	<b>Supplier/Vendor Name</b>
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
Phone Number	Phone Number
<b>Supplier/Vendor Name</b>	<b>Supplier/Vendor Name</b>
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
Phone Number	Phone Number

**PERFORMANCE OF WORK BY CONTRACTOR**

The Bidder shall perform at least 70 percent of the work with his own forces (refer to Paragraph 24, INSTRUCTIONS TO BIDDERS. Bids from so called "Brokerage Contractors" will not be considered.) List below the items that the Bidder will perform with his own forces, if awarded this Contract, and fill in the blank showing the estimated total cost of these items.

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Estimated total cost of the above items the Bidder states that will be performed with his own forces, if awarded Contract:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_ )  
(Words)

**EXPERIENCE OF BIDDER**

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years. (List similar projects, with types, names of clients, construction costs, and references with telephone numbers. Use additional sheets if necessary.)

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**BIDDER**

The name of the Bidder submitting this Bid is:

\_\_\_\_\_ doing business  
at:

\_\_\_\_\_ Street, City, State, Zip Code

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

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**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Secretary



**NOTICE OF AWARD**

**TO:**

**PROJECT: CITY OF BRYANT WATER SYSTEM IMPROVEMENTS – ANNUAL CONTRACT – 19-5762**

The OWNER has considered the BID submitted by you on July 16, 2019 for the above described WORK in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your BID has been accepted.

You are required by the Instructions to Bidders to execute the Contract within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider your bid in default and to annul this Notice of Award. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BRYANT, ARKANSAS**  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_



DOCUMENT 00500

ANNUAL CONTRACT

AUGUST 2019 – AUGUST 2024

PROJECT: CITY OF BRYANT WATER SYSTEM IMPROVEMENTS – ANNUAL CONTRACT

PROJECT NUMBER: 19-5762

THIS AGREEMENT, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, herein called the Contractor, and the City of Bryant, Arkansas, hereinafter called the Owner:

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all the materials, and perform all of the work as required by future Work Orders, in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, as if fully contained herein and are entitled **City of Bryant Water System Improvements – Annual Contract**, dated May 2019.

Advertisement for Bids	Information Available to Bidders:
Instructions to Bidders	City of Bryant: Standard
Bid and Acceptance Thereof	Specifications for Design and
General Conditions	Construction of Water Lines and
Supplemental Conditions	Sewer Lines

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement in lawful money of the United States, the amount to be stated in each Work Order, based on unit prices listed on the Bid Form (Section 00300).
3. The Work will be completed and ready for final payment in accordance with the General Conditions as stated in each work order for this project.
4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the time specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred and Fifty Dollars (\$350.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.

5. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Conditions, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner in writing.
8. The Owner and Contractor agree that any controversy or claim arising out of or relating to the Contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

SEAL:

\_\_\_\_\_  
CONTRACTOR

WITNESSES:

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title

**CITY OF BRYANT, ARKANSAS  
OWNER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Attorney for Owner



DOCUMENT 00700  
GENERAL CONDITIONS  
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## DOCUMENT 00700

### GENERAL CONDITIONS

These General Conditions contain contractual-legal Articles which establish the requirements and conditions governing responsibility, policy, and procedures that apply during the construction and warranty period. This part of the Contract Documents is preprinted. Any modifications to the following Articles that are special to the Project under consideration will be made in the Supplementary Conditions. Requirements and conditions which have special significance to the Contract for the contemplated Work on this Project are as set forth in the remaining Sections of these Contract Documents.

#### **DEFINITIONS**

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

**1. AS APPROVED**

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer".

**2. AS SHOWN, AND AS INDICATED**

The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Drawings".

**3. BIDDER**

The person or persons, partnership, firm, or corporation submitting a Bid for the Work contemplated.

**4. CONTRACT**

The "Contract" is the written agreement covering the performance of the Work and the furnishing of labor, materials, incidental services, tools, and equipment in the construction of the Work. It includes supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract Change Orders.

**5. CONTRACT DOCUMENTS**

The "Contract Documents" consist of the Bidding Requirements, Contract forms, Conditions of the Contract, the Specifications, and the Drawings, including all modifications thereof, incorporated into the Documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Contract.

**6. CONTRACTOR**

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the Owner.

**7. DAYS**

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.

**8. DRAWINGS**

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, sealed by the Engineer, which show the location, character, dimensions, and details of the Work to be performed. Drawings may either be bound in the same book as the Project Manual or bound separately and are a part of the Contract Documents, regardless of the method of binding.

**9. ENGINEER**

The person or organization identified as such in the Contract. The term "Engineer" means the Engineer or his authorized representative.

**10. NOTICE**

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

**11. OR EQUAL**

The term "or equal" shall be understood to indicate that the "equal" product is the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the Project design requirements will be made by the Engineer. Such "equal" products shall not be purchased or installed by the Contractor without the Engineer's written approval.

**12. OWNER**

The City of Bryant, Arkansas.

**13. PLANS (See Drawings).**

**14. SPECIFICATIONS**

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

Where portions of the Work traverse or cross federal, state, county, or local highways, roads, streets, or railroads, and the agency in control of such property has established standard specifications governing items of Work that differ from these Specifications, the most stringent requirements shall apply.

The Contractor shall comply with all regulations and requirements of the State Highway Department and the City and County Road Departments wherever the Work traverses or crosses state, city, or county roads.

**15. NOTICE TO PROCEED**

A written notice given by the Owner to the Contractor (with a copy to the Engineer) fixing the date on which the Contract time will commence to run and on which the Contractor shall start to perform his obligation under the Contract. The Notice to Proceed shall be given within 30 days following execution of the Contract by the Owner.

**16. SUBSTANTIAL COMPLETION**

"Substantial completion" shall be that degree of completion of the Project, or a defined portion of the Project, sufficient to provide the Owner, at his discretion, the full-time use of the Project or defined portion of the Project for the purposes for which it was intended.

Such substantial completion shall not relieve the Contractor from liquidated damages should the Owner have added costs after the completion date, i.e., if additional construction observation, interest paid, loss of revenue, or other expenses continue to be charged to the Owner.

**17. WORK**

The word "Work" within these Contract Documents shall include all material, labor, and tools; all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract; and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "provide complete in place", that is, "furnish and install".

**CONTRACT DOCUMENTS**

**18. INTENT OF CONTRACT DOCUMENTS**

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to include all Work (except specific items to be furnished by the Owner) necessary for completion of the Contract. Materials or Work described in words which so applied have a well-known technical and trade meaning shall be held to refer to such recognized standards.

**19. DISCREPANCIES AND OMISSIONS**

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more Sections of the Contract Documents, precedence shall be given in the following order:

- |                       |                             |
|-----------------------|-----------------------------|
| 1. CONTRACT           | 2. SUPPLEMENTARY CONDITIONS |
| 3. SPECIFICATIONS     | 4. INSTRUCTIONS TO BIDDERS  |
| 5. GENERAL CONDITIONS | 6. DRAWING(S)               |

Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings. It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of these Documents.

## 20. ALTERATIONS - CHANGES IN WORK

The Owner, with or without notice to the Sureties and without invalidating the Contract, may order changes in the Work within the general scope of the Contract by altering, adding to, or deducting from the Work, the Contract being adjusted accordingly. To effect a change in the work a letter must be written by the OWNER stating any changes the OWNER requires in the project plans or specifications. Changes may necessitate a **Change Order** for the project and will be prepared by the OWNER or ENGINEER and submitted to the CONTRACTOR and the OWNER for approval, *prior to* effecting the change on the project. All such Work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

**\*\*\*NOTE:** The OWNER shall not direct the CONTRACTOR to change work. **\*\*\***

In giving instructions, the Owner or Engineer may order minor changes in the Work not involving extra cost and not inconsistent with the purposes of the Project, but otherwise, except in an emergency endangering life or property, additions or deductions from the Work shall be performed only in pursuance of an approved Change Order from the Owner, signed or countersigned by the Engineer, or a Change Order from the Engineer stating that the Owner has authorized the deduction, addition, or change, and no claim for additional payment shall be valid unless so ordered.

If the Work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

## 21. SUB-SURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, the Contractor shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if the Engineer finds that they materially differ from those shown on the Drawings or indicated in the Specifications, the Engineer will at once make such changes in the Drawings and/or the Specifications as he may find necessary. Any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in the Paragraph titled "Changes in Work."

## 22. VERIFICATION OF CONTRACT DOCUMENTS

The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the Work, the general and local conditions and all other matters which can in any way affect the Work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. The Contractor warrants that no verbal agreement or conversation with any officer, agent, or employee of the Owner or with the



Engineer either before or after the execution of this Contract, has affected or modified any of the terms or obligations herein contained.

### **23. DOCUMENTS TO BE KEPT ON THE JOB SITE**

The Contractor shall keep one copy of the Contract Documents on the job site, in good order, available to the Engineer and to his representatives.

The Contractor shall maintain on a daily basis at the job site, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked up to indicate all modifications in the completed Work that differ from the design information shown on the Drawings. Upon substantial completion of the Work, the Contractor shall give the Engineer one complete set of marked up record Drawings.

Failure of the Contractor to submit accurate Record Drawings to the Engineer will be adequate justification for postponement of the Final Inspection and Final Payment.

### **24. ADDITIONAL CONTRACT DOCUMENTS**

The Engineer will furnish to the Contractor on request and free of charge, three copies of the Project Manual and three sets of full-size Drawings. Additional copies of the Project Manual and the Drawings may be obtained on request by paying the price as shown in the Invitation to Bid for the Contract Documents.

### **25. OWNERSHIP OF DRAWINGS**

All Drawings, Plans, Specifications, and copies thereof furnished by the Engineer and the Owner are their property. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to them on request at the completion of the Work. Any reuse of these materials without specific written verification or adaptation by the Engineer and the Owner will be at the risk of the user and without liability or legal expense to the Engineer and the Owner.

Such user shall hold the Engineer and the Owner harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation by the Engineer and the Owner will entitle the Engineer to further compensation at rates to be agreed upon by the user, the Engineer and the Owner. All models are the property of the Owner.

## **THE ENGINEER**

### **26. AUTHORITY OF THE ENGINEER**

The Engineer shall be the Owner's representative during the construction period. His authority and responsibility shall be limited to the provisions set forth in these Contract Documents. The Engineer shall have the authority to reject Work and material which does not conform to the Contract Documents. However, neither the Engineer's authority to act under this provision, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor,

their respective Sureties, any of their agents or employees, or any other person performing any of the Work.

## **27. DUTIES AND RESPONSIBILITIES OF THE ENGINEER**

The Engineer will make periodic visits to the site of the Project to observe the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. He shall not be required to make comprehensive or continuous inspections to check quality or quantity of the Work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the Work and to furnish materials and perform acceptable Work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

The Engineer will make decisions, in writing, on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such decision shall be necessary before the Contractor can receive additional money under the terms of the Contract. Changes in Work ordered by the Engineer will be made in compliance with the Article titled, ALTERATIONS - CHANGES IN WORK.

One or more construction observers may be assigned to observe the Work for compliance with the Contract Documents and to act in matters of construction under this Contract. It is understood that such construction observers shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. The Contractor shall furnish all reasonable assistance required by the Engineer or construction observer for proper review of the Work. Construction observers shall not have the power or authority to delete, increase, modify or otherwise change the requirements of the Contract Documents.

The above-mentioned observation shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the Work and to furnish materials and perform acceptable Work and to provide adequate safety precautions, in conformance with the intent of the Contract.

## **28. REJECTED MATERIAL**

Any material condemned or rejected by the Engineer or his authorized construction observer because of nonconformity with the Contract Documents shall be removed at once from the vicinity of the Work by the Contractor at his own expense, and the same shall not be used on the Work.

## **29. UNNOTICED DEFECTS**

Any defective Work or material that may be discovered by the Engineer during construction or before the final acceptance of Work, or before final payment has been made, or during the guarantee period, shall be removed and replaced by Work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the Engineer to condemn or reject bad or inferior Work or materials shall not be construed to imply acceptance of such

Work or materials. The Owner shall reserve and retain all of its rights and remedies at law against the Contractor and its surety for correction of any and all latent defects discovered after the guarantee period.

**30. RIGHT TO RETAIN IMPERFECT WORK**

If any part or portion of the Work done or material furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the Work dangerous or unsuitable, or if the removal of such Work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such Work but shall make such deductions in the final payment therefore as may be just and reasonable. The Owner shall also have the option to require, at no added cost to the Owner, extended warranties, maintenance bonds, or other remedies to provide for repair or reconstruction of imperfect Work.

**31. LINES AND GRADES**

The Contractor shall stake-out Work for this Contract and set the lines and grades necessary to complete the Work and shall keep the Engineer informed a reasonable time in advance of the times and places at which he wishes to do Work in order that the Engineer may review the lines and grades set by the Contractor and in order that the Engineer may make the necessary measurements for payment to the Contractor. All stakes, marks, and other information shall be carefully preserved by the Contractor, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information will be replaced at the Contractor's expense.

Figured dimensions, when given in the Drawings, shall be accurately followed, even though they may differ from scaled measurements. No Work shown on the Drawings, the dimensions of which are not figured, shall be executed until instructions have been obtained from the Engineers as to the dimensions to be used. Large-scale and full-size drawings shall be followed in preference to small-scale drawings. The Engineer will provide the Contractor with bench marks to be used to establish grades and will also provide a baseline to be used to establish the proper lines. All Work done under this Contract shall be done to the lines and grades shown on the Drawings. The Contractor shall stake-out Work for this Contract and set the lines and grades necessary to complete the Work and shall keep the Engineer informed a reasonable time in advance of the times and places at which he wishes to do Work in order that the Engineer may review the lines and grades set by the Contractor and in order that the Engineer may make the necessary measurements for payment to the Contractor.

The Contractor shall furnish without charge competent persons from his force and such tools, stakes, surveying instruments, and other materials as the Engineer may require for reviewing the Contractor's stake-out of the Work and in making measurements for payment estimates or for surveys to establish temporary or permanent reference marks in connection with said Work.

Any Work done without lines, grades, and levels being reviewed by the Engineer, or other representative of the Engineer, may be ordered removed and replaced at the Contractor's cost and expense. The Contractor shall carefully preserve all monuments, bench marks, reference points, and stakes, and in case of willful or careless destruction of the same, he will be charged

with the resulting expense of replacement and shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the stakes and marks placed by the Engineer are destroyed through carelessness on the part of the Contractor, and that the destruction of these stakes and marks causes a delay in the Work, the Contractor shall have no claim for damages or extensions of time.

In the case of any permanent monuments or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced and relocated. The Contractor shall also furnish at his own expense such materials and assistance as are necessary for the proper replacement of monuments or bench marks that have been moved or destroyed.

## **32. SHOP DRAWING SUBMITTAL PROCEDURE**

The Contractor shall submit a sufficient number of copies to allow the Engineer to retain four copies (2 for himself; 2 for the Owner) for review, such shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) required for construction, except as noted below.

Should the Contractor fail to submit acceptable shop drawings on the second submittal, one copy will be returned to him and the cost of the Engineer's time to review subsequent submittals on the unacceptable item will be deducted from the Contractor's monthly payment invoice. Shop drawings shall be submitted in sufficient time to allow the Engineer not less than 20 regular working days per submittal for examining the shop drawings.

These shop drawings shall be accurate, distinct, and complete and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the Contract Drawings and Specifications.

Unless otherwise approved by the Engineer, shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the shop drawings, or other approved means, that he (the Contractor) has checked the shop drawings, and that the Work shown is in accordance with Contract requirements and has been checked for dimensions and relationship with Work of all other trades involved.

The practice of submitting incomplete or unchecked shop drawings for the Engineer to correct or finish will not be acceptable, and shop drawings which, in the opinion of the Engineer, clearly indicate that they have not been checked by the Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Contractor for resubmission in the proper form.

When the shop drawings have been reviewed by the Engineer, two (2) sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the shop drawing may be rejected and one (1) set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit the shop drawings in quadruplicate, unless otherwise directed by the Engineer. No changes shall be made by the Contractor to resubmitted shop drawings other than those changes indicated by the Engineer, unless such changes are clearly described in a letter accompanying the resubmitted shop drawings.

The review of such shop drawings and catalog cuts by the Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details, and space requirements or for deviations from the Contract Drawings or Specifications unless the Contractor has called attention to such deviations in writing by a letter accompanying the shop drawings and the Engineer approves the change or deviation in writing at the time of submission; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the shop drawings. When the Contractor does call such deviations to the attention of the Engineer, the Contractor shall state in his letter whether or not such deviations involve any deduction or extra cost adjustment.

### **33. ADDITIONAL DETAIL DRAWINGS AND INSTRUCTIONS**

The Engineer will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, if, in the Engineer's opinion, such are required for the proper execution of the Work. All such drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

## **THE CONTRACTOR AND HIS EMPLOYEES**

### **34. INDEPENDENT CONTRACTOR**

The Contractor shall perform all Work under this Contract as an Independent Contractor and shall not be considered as an agent of the Owner or of the Engineer, nor shall the Contractor's subcontractors or employees be subagents of the Owner or of the Engineer.

The Contractor shall employ only employees who are competent and skillful in their respective line of work, and local labor shall be given preference. Whenever the Engineer or the Owner notify the Contractor that any person on this work is, in their opinion, incompetent, disorderly, or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person representing the Owner on the work or is otherwise unsatisfactory, such person shall be immediately discharged from the Project and shall not be re-employed thereon except with the consent of the Engineer by the Owner.

### **35. SUBCONTRACTING**

Within 30 days after the execution of the Contract, the Contractor shall submit to the Engineer the names of all subcontractors proposed for the Work, including the names of any subcontractors that were submitted with the Bid. The Contractor shall not employ any subcontractors that the Engineer may object to as lacking capability to properly perform Work of the type and scope anticipated. No changes will be allowed from the approved subcontractor list without written approval of the Engineer.

The Contractor agrees that he is as fully responsible to the Owner for the 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.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

**36. INSURANCE AND LIABILITY**

**A. GENERAL**

The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

Before execution of the Contract, Contractor shall furnish the Owner with complete copies of all certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Each Certificate shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been give to the Owner.

In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

All insurance contracts and certificates shall be executed by a licensed resident agent of the insurance company, and in all ways comply with the insurance laws of the State of Arkansas. Further, the said insurance company shall be duly licensed and qualified to do business in the State of Arkansas, and have an A.M. Best rating of A- or better and have a Positive or Stable Rating Outlooks.

In the event any Work under this Contract is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the Work performed under this Contract by a subcontractor, which liability is not covered by the subcontractor's insurance.

The Contractor's and any subcontractor's general liability and automobile liability insurance policies shall include the Owner and Engineer, their officers, agents, subconsultants and employees as additional insureds for any claims arising out of Work performed under this Contract. Certificates of insurance shall explicitly name the Owner and Engineer as additional insureds. Inclusion of either party as "certificate holder" does not meet this requirement.

**B. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Worker's Compensation Insurance in statutory limits shall be secured and maintained as required by the laws of the State of Arkansas. In addition, Employer's Liability Insurance in an amount not less than \$500,000 for each accident, \$500,000 for each employee regarding disease, and \$500,000 policy limit regarding disease shall cover all employees who have performed any of the obligations assumed by the Contractor under these Contract Documents. This insurance will protect the Contractor against any and all claims resulting from injuries, sickness, disease, or death to employees engaged in work under this Contract. The Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the latter's employees

to be engaged in such Work. Workers Compensation and Employers Liability must include a Waiver of Subrogation in favor of the Owner and the Engineer.

Where Work under this Contract includes any water or navigational exposure, coverage shall be included to cover the Federal Longshoremen's and Harborworker's Act and the Federal Jones Act when applicable.

**C. COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contactor shall maintain during the life of this Contract such *independent contractor's* general liability, completed operations and products liability, and automobile liability insurance as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage which may arise directly or indirectly from performance of the Work under this Contract. The general liability policy should also specifically ensure the contractual liability assumed by the Contractor under Article 38, Indemnity. The General Liability policy must provide coverage on an occurrence basis, not a claims-made basis. A Waiver of Subrogation is to be provided in favor of the Owner and the Engineer in regards to General Liability. A Designated Construction Project Aggregate (also known as Per Project Aggregate) liability limit is required also. The Contractor's General Liability policy is to be primary and non-contributory.

**Required limits of General Liability Insurance**

General Aggregate: Not less than \$2,000,000

Completed Operations Aggregate: Not less than \$2,000,000

Each Occurrence of Injury or Property Damage: Not less than \$1,000,000 Combined Single Limit

**D. COMMERCIAL AUTO LIABILITY INSURANCE**

The Contractor shall maintain during the life of this Contract automobile liability insurance that will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage which may arise directly or indirectly from performance of the Work under this Contract.

**Commercial Automobile Liability Insurance**

Shall include Personal Injury and Property Damage coverage for "Any Auto", "Hired Autos", and "Non-Owned Auto" at a Combined Single Limit of not less than \$1,000,000.

**E. EXCESS UMBRELLA LIABILITY INSURANCE**

\$2,000,000 limit of liability policy shall be provided in additional limits to underlying Limits required for General Liability, Auto Liability, and Employers Liability.

**F. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall indemnify and save harmless the Owner and Engineer from and against all losses and all suits, claims, demands, judgments, actions, and payment of every description and nature brought or recovered against him by reason of any

omission or act of the Contractor, his agents, or employees in the execution of the work or in the guarding of it. The Contractor shall secure and maintain protective liability insurance in the name of the Owner and the Contractor covering from contingent liability under this contract.

- 1) **General Aggregate:** Not less than \$2,000,000
- 2) **Each Occurrence of Personal Injury or Property Damage:** Not less than \$1,000,000 Combined Single Limit.

#### **G. BUILDER'S RISK INSURANCE**

The Contractor shall procure and maintain during the life of this contract Builder's Risk Insurance fire, lightening, extended coverage, vandalism, and property theft on the insurable portion of the Project on a 100 percent completed value basis against damage to the equipment, structures, or material. The Owner and the Contractor, as their interests may appear shall be names as the Insured.

#### **H. INSTALLATION FLOATER INSURANCE POLICY**

The Contractor shall procure and maintain during the life of this contract an Installation Floater for fire, lightening, extended coverage, vandalism, and property theft on the insurance portion of the Project. The Owner and the Contractor, as their interests may appear, shall be named as the Insured. Coverage shall be based on 100 percent of the total value of the competed Project. The Installation Floater Insurance Policy shall protect against damage to all equipment and materials.

**Note: Builder's Risk Insurance** must be procured and maintained during the life of the project if there is an actual structure being erected or which exists on the premises. If no structure exists, or is being erected an **Installation Floater Insurance Policy** must be procured and maintained during the life of the project.

Note: Builder's Risk Insurance and Installation Floaters do not provide coverage for Contractor's equipment if stolen or damaged at a job site. Contractors are responsible for insuring their own equipment.

#### **I. INSURANCE COVERAGE FOR SPECIAL CONDITIONS**

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements, or purchase additional liability insurance that the said authority may require for the protection of the authority, its officers, agents, and employees. Insurance coverage for special conditions, when required, shall be provided as set forth in the Supplementary Conditions.



**J. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

**37. INDEMNITY**

The Contractor shall indemnify and hold harmless the Owner, the Engineer, and their agents and employees from and against damages, losses, and expenses including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, the Engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

**38. TAXES AND CHARGES**

The Contractor shall withhold and pay any and all sales and use taxes, including any and all charge of taxes thereof, and all withholding taxes, whether state or federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

**39. ORDINANCES, PERMITS, AND LICENSES**

The Contractor shall keep himself fully informed of all local ordinances, as well as state and federal laws, which in any manner affect the Work herein specified. The Contractor shall at all times comply with said ordinances, laws, and regulations, and protect and indemnify the Owner, the Engineer and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations up to the amount of the Contract Price. All permits, licenses, and inspection fees necessary for prosecution and completion of the Work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of Work under this Contract. In addition, full compliance by the Contractor with the U. S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

**40. SUPERINTENDENCE**

The Contractor shall keep on the Work, during its progress, competent supervisory personnel. The Contractor shall designate, in writing, before starting Work, one authorized representative who shall have complete authority to represent and to act for the Contractor. The Contractor shall give sufficient supervision to the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the Work under the Contract. It is specifically understood and agreed that the Engineer, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, procedures, or for providing adequate safety precautions in connection with the Work under the Contract.

**41. RECEPTION OF ENGINEER'S DIRECTIONS**

The superintendent, or other duly authorized representative of the Contractor, shall represent the Contractor in all directions given to him by the Engineer. Such directions of major importance will be confirmed in writing. Any direction will be so confirmed, in each case, on written request from the Contractor.

**42. SANITATION**

Sanitary conveniences conforming to state and local codes shall be erected and maintained by the Contractor at all times while workers are employed on the Work. The sanitary convenience facilities shall be as approved by the Engineer.

**43. EMPLOYEES**

The Contractor shall employ only men or women who are competent and skillful in their respective line of work. Whenever the Engineer or Owner shall notify the Contractor that any person on the Work is, in their opinion, incompetent, unfaithful, or disorderly or refuses to carry out the provisions of this Contract or uses threatening or abusive language to any person representing the Owner on the Work, or is otherwise unsatisfactory, such person shall be immediately discharged from the Project and shall not be re-employed thereon except with the consent of the Engineer by the Owner.

**44. PROJECT MEETINGS**

The Engineer may conduct Project meetings, as he deems necessary, for the purposes of discussing and resolving matters concerning the various elements of the Work. Time and place for these meetings and the names of persons required to be present shall be as directed by the Engineer. Contractor shall comply with these attendance requirements and shall also require his subcontractors to comply.

**45. SAFETY**

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

Safety provisions shall conform to U. S. Department of Labor (OSHA); the State Labor Department Laws; all other applicable federal, state, county, and local laws, ordinances, and codes; the requirements set forth below; and any regulations that may be detailed in other parts of these Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the Work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

#### **46. CONTRACTOR'S TOOLS AND EQUIPMENT**

The Contractor's tools and equipment used on the Work shall be furnished in sufficient quantity and of a capacity and type that will safely perform the Work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the Work.

#### **47. PROTECTION OF WORK AND PROPERTY**

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect from damage his own Work, and that of adjacent property (as provided by law and the Contract Documents). All passageways, guard fences, lights, and other facilities required for protection by federal, state, or municipal laws and regulations and local conditions, must be provided and maintained.

The Contractor shall protect his Work and materials from damage due to the nature of the Work, the elements, carelessness of other Contractors, or from any cause whatever until the completion and acceptance of the Work. All loss or damages arising out of the nature of the Work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the Work, or from the action of the elements, shall be sustained by the Contractor.

In addition, the Contractor shall take special precautions to prevent the "flotation" of all tanks and structures prior to their final acceptance and filling for beneficial use. The Contract price shall include all costs associated with such special precautions.

Also, the Contractor shall not load or permit any part of any structure to be loaded with a weight that will endanger its safety or its structural integrity.

**48. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY**

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may warrant. The Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Owner through the Engineer and the amount of compensation shall be determined by agreement.

**49. MATERIALS AND APPLIANCES**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the Project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

**50. BUY AMERICAN**

Unless otherwise stipulated, only steel and manufactured products produced in the United States will be used by the Contractor, subcontractors, materialmen, and suppliers in performance of the Work.

**51. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS**

The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work (including Owner-selected equipment) subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and subcontractors of the provisions of this Article.

**52. SUBSTITUTION OF MATERIALS**

Except for Owner-selected equipment items and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The Bidder may, in such cases, submit complete data to the Engineer 10 days prior to bid date for consideration of another material, type, or process which shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Owner or his authorized agent will be the sole judge of the substituted article or material.

**53. TESTS, SAMPLES, AND INSPECTIONS**

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Owner, Engineer, authorized government agents, and their representatives shall at all times be provided safe access to the Work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access.

If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give timely notice of its readiness for inspection. Inspections to be conducted by the Engineer will be promptly made, and where practicable, at the source of supply. If any Work should be covered up without approval or consent of the Engineer, it shall be uncovered for examination at the Contractor's expense.

**54. ROYALTIES AND PATENTS**

The Contractor shall pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Engineer harmless from any and all loss, including reasonable attorneys' fees, on account thereof, up to the amount of the Contract Price.

**55. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the Work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the Contractor, its Subcontractors, or respective employees or agents, then the Contractor may, upon 15 days' written notice to the Owner and the Engineer, if said default has not been cured, stop Work or terminate this Contract and recover from the Owner payment for the reasonable value of Work performed.

**56. CORRECTION OF DEFECTIVE WORK**

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which are found during construction or become evident within 1 year after the date of final acceptance of the Work or within 1 year after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all Work and materials provided by subcontractors or manufacturers of packaged equipment components.

The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article 16, SUBSTANTIAL COMPLETION, and Article 69, SUBSTANTIAL COMPLETION DATE, in these General Conditions. The Contractor also agrees to hold the Owner and the Engineer harmless from liability of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner.

If the Contractor fails to make the repairs and replacements promptly, the Owner may do the Work, and the Contractor and his Surety shall be liable for the cost thereof. Any additional requirements for the Project relative to correction of defective Work after final acceptance are set forth in the Supplementary Conditions.

**PROGRESS OF THE WORK**

**57. BEGINNING OF THE WORK**

Before Work shall be started and materials ordered, the Contractor shall meet and consult with the Owner and/or Engineer relative to materials, equipment, and all arrangements for prosecuting the Work.

## 58. SCHEDULES AND PROGRESS REPORTS

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, records, and other data as the Owner may request concerning Work performed or to be performed under this Contract.

Construction Schedule Requirements: The Contractor shall comply with the following requirements concerning construction scheduling and payments:

The Contractor shall submit a construction schedule of the bar graph type (or other approved type) prior to the preconstruction conference showing the following information as a minimum:

- a. Date of Notice to Proceed with Contract Work.
- b. Actual date construction is scheduled to start if different from the date of Notice to Proceed.
- c. Contract completion date.
- d. Beginning and completion dates for each phase of Work.
- e. The dates at which special detail drawings are required.
- f. Respective dates for submission of shop drawings and the beginning of manufacture, the testing of, and the installation of materials, supplies, and equipment.
- g. All construction milestone dates.
- h. A separate graph showing Work placement in dollars versus Contract time.

The schedule shall incorporate approved Contract changes. The schedule shall be maintained in an up-to-date condition monthly and shall be available for inspection at the construction site at all times.

The construction schedule shall be submitted in conjunction with and/or in addition to any other requirements concerning schedules within these Specifications.

The construction schedule shall be updated and submitted with each monthly request for payment. Should the Contractor fall behind said schedule, he shall present in writing to the owner a revised plan of action to complete the project on time. Methods may include, but are not limited to additional manpower, equipment, working overtime, etc. as may be required. Also, the construction schedule shall be revised accordingly. Failure to submit such revised construction schedule and written explanation shall be reason to withhold payment entirely or reduce payment substantially.

## 59. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are the essence of this Contract. The Work shall be prosecuted at such

time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the approved construction schedule.

Regular Work hours shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday. No Work requiring the presence of the Engineer's representative will be performed outside of regular Work hours. If, however, the Contractor works additional hours (other than specified herein), the Contractor shall pay the Owner for additional engineering services as outlined below.

The cost of additional engineering services shall be borne by the Contractor and will be based upon actual hours worked (labor cost x 3 x 1.5) plus out-of-pocket expenses such as lodging, mileage, materials, etc. Otherwise, the Contractor may perform clean-up work only outside of regular hours (including Saturdays and Sundays). No Work will be accomplished on holidays. McClelland Consulting Engineers, Inc. observes the following holidays during the year: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Friday following, Christmas Eve, and Christmas Day. When a holiday occurs on a Saturday, the Company will observe it on the Friday preceding, and when a holiday occurs on a Sunday, the Company will observe it on the following Monday.

**60. ASSIGNMENT**

Neither party to the Contract shall assign the Contract or sublet it as a whole, without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the prior written consent of the Owner.

**61. OWNER'S RIGHT TO DO WORK**

If the Contractor should, in the opinion of the Engineer, neglect to prosecute the Work properly or should neglect or refuse at his own cost to take up and replace Work as shall have been rejected by the Engineer, then the Owner shall notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the Work or public exists, and without prejudice to any other right which the Owner may have under the Contract, take over that portion of the work which has been improperly executed or uncompleted, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor, and if such payments are not sufficient thereof, charge the cost to the Contractor and its surety.

**62. OWNER'S RIGHT TO TRANSFER EMPLOYMENT**

If the Contractor should abandon the Work or 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 on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and Surety 7 days' written notice, transfer the employment for said Work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the



premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under this Contract and employ, by Contract or otherwise, any qualified person or persons to finish the Work and provide the materials therefore, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract.

In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

If after the furnishing of said written notice to the Surety, the Contractor and the Surety still fail to make reasonable progress on the performance of the Work, the Owner may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method he may deem expedient and charge the cost thereof to the Contractor and Surety. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor and the Surety shall pay the difference to the Owner.

### **63. OWNER'S RIGHT TO SUSPEND OR TERMINATE WORK**

Owner may suspend work under the following conditions:

At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes an approved claim therefor as provided in per the General Conditions.

Owner may terminate:

Upon the occurrence of any one or more of the following events:

1. If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established in the Contract Documents.
2. If Contractor disregards Laws or Regulations of any public body having jurisdiction.
3. If Contractor disregards the authority of the Engineers.
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

Owner may, after giving Contractor (and the surety, if any) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which

Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient.

In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by Owner arising out of or resulting from completing the Work such excess will be paid to Contractor. If such claims, costs, losses and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and when so approved by Engineer incorporated in a Change Order, provided that when exercising any rights or remedies under the paragraph Owner shall not be required to obtain the lowest price for the Work performed.

Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

Upon seven days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):

1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work.
2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses.
3. For all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others.
4. For reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### **64. DELAYS AND EXTENSION OF TIME**

If the Contractor is delayed in the progress of the Work by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, excessive adverse weather conditions not reasonably anticipated (on the basis of official weather records from the past ten years, minimum, from the locality involved), or acts of God, the Contractor shall, within 48 hours of the start of the occurrence, give written notice to the Owner of the cause of the potential delay and estimate the possible time extension involved, and within 7 days after the cause of delay has been remedied, the Contractor shall give written notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence; then the Contract time may be extended by Change Order for such reasonable time as the Engineer determines.

It is agreed that no claim shall be made or allowed for any damages which may arise out of any delay caused by the above referenced acts or occurrences, other than claims for the appropriate extension of time.

No extension of time will be granted to the Contractor for delays occurring to parts of the Work that have no measurable impact on the completion of the total Work under this Contract; nor will extension of time be granted for delays to parts of Work that are not located on the critical path if the Critical Path Method (CPM) is used for scheduling the Work.

No extension of time will be considered for weather conditions normal to the area in which the Work is being performed. Unusual weather conditions, if determined by the Engineer to be of a severity that would stop all progress of the Work, may be considered as cause for an extension of Contract completion time. The Contractor shall provide official documentation of weather conditions experienced versus those anticipated as described above.

Delays in delivery of equipment or material purchased by the Contractor or his subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time. In no event shall the Contractor be entitled under this Contract to collect or recover any damages, loss, or expense incurred by any delay other than as caused by the Owner, as stipulated in the Article titled, NOTICE OF CLAIM FOR DELAY.

## **65. LIQUIDATED DAMAGES**

The Work shall begin at the time stated in the Notice to Proceed issued by the Owner to the Contractor and shall be completed within the number of consecutive calendar days, or by the calendar date, stated in the accepted Bid and Contract. The time shall be computed from and including the date stated in the Notice to Proceed. It is agreed that time is of the essence of this Contract.

The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate or progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual construction conditions prevailing in this locality.

If the Contractor shall neglect, fail, or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, a penalty put as liquidated damages for such breach of Contract, as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the Owner would in such event sustain, and said amount shall be retained from time to time by the Owner from current periodic pay estimates.

#### **66. OTHER CONTRACTS**

The Owner reserves the right to award other Contracts in connection with the Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.

If any part of the Work under this Contract depends on the prior acceptable completion of Work by others under separate Contract(s), the Contractor shall inspect and promptly report to the Engineer any defects in such Work that would adversely affect the satisfactory completion of the Work under this Contract. The Contractor's failure to so inspect and report shall constitute acceptance of the Work by others as being suitable for the proper reception and completion of the Work under this Contract, excluding, however, those defects in the Work by others that occur after the satisfactory completion of the Work specified hereunder.

#### **67. USE OF PREMISES**

The Contractor shall confine his equipment, the storage of materials, and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the Work which may be required outside the limits of the Owner's property.

#### **68. SUBSTANTIAL COMPLETION DATE**

The Engineer may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the Work or relieve the Contractor from completing the remaining Work within the specified time and in full compliance with the Contract Documents.

Such substantial completion shall not relieve Contractor from liquidated damages should the Owner have added costs after the completion date, i.e., if additional construction observation, interest paid, loss of revenue, or other expenses continue to be charged to the Owner.

Substantial completion of an operating facility shall be that degree of completion that will provide a minimum of 7 continuous work days of successful operation in which all performance and acceptance testing has been successfully demonstrated to the Engineer. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the substantial completion date. See "SUBSTANTIAL COMPLETION" under Article DEFINITIONS, of these General Conditions.

**69. PERFORMANCE TESTING**

Operating equipment and systems shall be performance tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the Engineer. Schedule such testing with the Engineer at least 1 week in advance of the planned date for testing.

**70. OWNER'S USE OF PORTIONS OF THE WORK**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work. Such use shall not be considered as final acceptance of any portion of the Work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the Owner.

**71. CUTTING AND PATCHING**

The Contractor shall do all cutting, fitting, or patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors shown upon or reasonably implied by the Drawings. Any defective Work or material, performed or furnished by the Contractor, that may be discovered by the Engineer before the final acceptance of the Work or before final payment has been made, shall be removed and replaced or patched, in a manner as approved by the Engineer at the expense of the Contractor.

**72. CLEANING UP**

The Contractor shall, at all times, at his own expense, keep property on which Work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. Upon completion of the construction, the Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operations.

## PAYMENT

### 73. PAYMENT FOR CHANGE ORDERS

Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below as applicable:

- A. **UNIT PRICES.** If applicable, those unit prices stipulated in the Bid, shall be utilized. If such Unit Prices are not applicable, the Contractor and Owner may utilize Unit Prices as mutually agreed upon.
- B. **LUMP SUM.** A total lump sum for the Work may be negotiated as mutually agreed upon by the Contractor and Owner.

In "A" and "B" above, Contractor's quotations for Change Orders shall be in writing and firm for a period of 90 days. Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the Work or alteration defined in the Change Order.

By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the Work or alteration plus all payment for the interruption of schedules, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject of the Change Order.

The Owner's request for quotations on alterations to the Work shall not be considered authorization to proceed with the Work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing Work. Lump sum quotations for alterations to the Work shall include substantiating documentation with an itemized breakdown of Contractor and subcontractor costs, including labor, material, rentals, approved services, overhead, and profit calculated as specified under "C" below.

- C. **FORCE ACCOUNT WORK.** If the method of payment cannot be agreed upon prior to the beginning of the Work, and the Owner or the Engineer directs that the Work be done by written Change Order or on a force account basis, then the Contractor shall furnish labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. For the Work performed, payment will be made for the documented actual cost of the following:
  - 1) Labor, including foremen, who are directly assigned to the force account Work: (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the Owner.
  - 2) Material delivered and used on the designated Work, including sales tax, if paid for by the Contractor or his subcontractor.

- 3) Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.
- 4) Additional bond, as required and approved by the Owner.
- 5) Additional insurance (other than labor insurance) as required and approved by the Owner.

To costs under 74C, FORCE ACCOUNT WORK, there shall be added the following fixed fees for the Contractor or subcontractor actually performing the Work:  
A fixed fee not to exceed 15 percent of the cost of all items above.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense.

The Owner reserves the right to furnish such materials and equipment as he deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item 3 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of Work paid for on a force account basis and the costs of other operations. The Contractor shall furnish the Engineer report sheets in duplicate of each day's force account Work no later than the working day following the performance of said Work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces.

The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the Contractor or his authorized agent.

To receive partial payments and final payment for force account Work, the Contractor shall submit in a manner approved by the Engineer, detailed and complete documented verification of the Contractor's and any of his subcontractors' actual current costs involved in the force account Work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within 30 days after said Work has been performed.

No payment will be made for Work billed and submitted to the Engineer after the 30-day period has expired. No extra or additional Work shall be performed by the Contractor, except in an emergency endangering life or property, unless in pursuance of a written Change Order, as provided in ALTERATIONS - CHANGES IN WORK.

## **74. PARTIAL PAYMENTS**

### **A. GENERAL**

Nothing contained in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid Work, should such Work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of Work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of Work performed shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the partial payments. For public works projects, each partial payment request and final payment request shall contain an affidavit by the Contractor that all provisions of the applicable federal and state requirements regarding apprentices and payment of prevailing wages have been complied with by him and by his Subcontractors.

### **B. ESTIMATE AND PAYMENT**

Before the first working day of each calendar month, the Contractor shall submit to the Engineer a detailed estimate of the amount earned for the separate portions of the Work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the Work completed in accordance with the Contract Documents, and the value of approved materials delivered to the Project site suitably stored and protected prior to incorporation into the Work. If the Contractor's estimate of amount earned conforms with the Engineer's evaluation, the Engineer will calculate the amount due the Contractor and make recommendation to the Owner for payment.

An estimate of monthly progress payments shall be provided for the entire job prior to the first payment request. An update of the estimate of progress payments shall be updated if the actual progress differs by more than 20 percent in any given month. Each monthly payment request shall include the required updated Schedule.

If the updated Schedule is not submitted, the Owner may withhold payment until this item is completed. The Contractor shall be paid within 30 days of approval of the payment request.

### **C. DEDUCTION FROM ESTIMATE**

Unless modified in the Supplementary Conditions, deductions from the estimate will be as described below. The Owner will deduct from the estimate, and retain as part security, 5 percent of the amount earned for Work satisfactorily completed. However, no deduction or retainage will be made on the approved items of material delivered to and properly stored at the job site but not incorporated into the Work.



**NOTE:** Exception--If the Work includes water or sewer pipelines, the Contractor shall maintain the Work for a period of ninety (90) days following its acceptance by the OWNER. Up to five percent (5%) of the Contract amount shall be retained during this maintenance period. All prior payments shall be subject to correction in the final payment. This 90-day period does not relieve the Contractor of the Performance and Payment Bond requirements regarding warranty of the Project. In such cases, the semi-final payment estimate shall indicate the initial acceptance of the Work, and the warranty shall begin on such date.

#### **D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED**

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated in to the Work shall be as described below. Materials, as used herein, shall be considered to be those items which are fabricated or manufactured material and equipment. To receive partial payment for materials delivered to the site, but not incorporated in the Work, it shall be necessary for the Contractor to include invoices of such materials and documentation warranting that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein; all of which must be satisfactory to Owner.

At the time of the next partial payment request, the Contractor must submit the following documentation relative to materials paid on the previous partial payment: paid invoices of such materials or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (i.e., all materials have been paid for by Contractor). Failure to submit this documentation will result in an appropriate reduction on the current partial payment estimate for such materials.

At his sole discretion, the Engineer may approve items for which partial payment is to be made. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the Work and, upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.

#### **E. PAYMENT**

After deducting the retainages and the amount of all previous partial payments made to the Contractor, the amount earned as of the current month will be made payable to the Contractor within 30 days of the Owner's receipt of an approved request, except where the Owner is a municipality or other agency whose laws require the approval of each payment by a council or similar body, in which case, the payment shall become due and payable 10 days after the first regularly-scheduled meeting in the month following the submittal of such payment request.

**75. CLAIMS**

In any case where the Contractor deems additional compensation is due him for Work or materials not clearly covered in the Contract or not ordered by the Engineer according to provisions of Article 20 ALTERATIONS - CHANGES IN WORK, the Contractor shall notify the Engineer, in writing, of his intention to make claim for such compensation before he begins the Work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action promptly taken. If such notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional compensation. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and submitted, in writing, to the Owner and Engineer within 10 days following completion of that portion of the Work for which the Contractor bases his claim. In case the claim is found to be just, it shall be allowed and paid for as provided in the Article titled, PAYMENT FOR CHANGE ORDERS.

**76. NOTICE OF CLAIM FOR DELAY**

If the Contractor intends to file a claim for additional compensation for delay caused by the Owner at a particular time, he shall file a notice of claim with the Owner within 7 days of the beginning of the occurrence. The notice of claim shall be in duplicate, in writing, and need not state the amount. No claim for additional compensation will be considered unless the provisions of Article 65, DELAYS AND EXTENSION OF TIME, are complied with, and a notice of claim has been filed with the Owner in writing, as stated above.

Should the Owner be prevented or enjoined from proceeding with Work, either before or after its prosecution, or from authorizing its prosecution by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the Work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay, with such determination to be set forth in writing.

**77. RELEASE OF LIENS OR CLAIMS**

The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this Contract. Prior to the final payment, the Contractor shall furnish to the Owner, as part of his final payment request, an affidavit that all of the Contractor's obligations on the Project have been satisfied and that there are no unpaid taxes, liens, vendors' liens, rights to lien or any other type of claim against the Project, and that the hourly wages paid to all persons on the Project were in accordance with the applicable wage scale determinations.

**78. FINAL PAYMENT**

Upon completion of all of the Work under this Contract, the Contractor shall notify the Engineer, in writing, that he has completed his part of the Contract and shall request final inspection. Upon receipt of the Contractor's written notice that the Work is ready for final inspection, the Engineer shall make such inspection and shall submit to the Owner his

recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor under this Contract.

Upon approval of this final estimate by the Owner and compliance with provisions in Article titled, RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents. On contracts for public works, final payment of the retained percentage will not be made until the Contractor has also furnished the applicable apprenticeship wage certification.

**79. NO WAIVER OF RIGHTS**

Neither the inspection of the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

**80. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer, as agent of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and every act of the Owner and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor from obligations under this Contract and warranties, as herein provided.

**END OF GENERAL CONDITIONS**



**DOCUMENT 00800**

**SUPPLEMENTAL CONDITIONS**

**GENERAL**

The Contractor's attention is directed to Division 1, GENERAL REQUIREMENTS, which contains other directions pertinent to the project.

**REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS**

The **GENERAL CONDITIONS** are hereby revised as follows:

**ARTICLE 50. "MATERIALS AND APPLIANCES"**

After this Article, add the following:

**EQUIPMENT NAMEPLATES**

All manufacturer's nameplates on equipment items are to be kept visible and are not to be obscured by other equipment or piping nor are they to be covered by any paint or insulating material.

**INSTALLATION OF EQUIPMENT**

Where building openings are too small to permit the passage of an assembled unit of equipment, it shall be assembled at its permanent location unless otherwise specifically shown or specified.

**ARTICLE 52. "TESTS, SAMPLES, AND INSPECTIONS"**

Add the following:

**COMPACTION TESTS**

Density tests will be performed on all areas as required by the Engineer. Contractor shall inform Engineer as to when an area is ready for testing. Contractor shall give 24 hours notice to Engineer prior to requiring a test. Engineer will not be responsible for delay to Contractor due to testing agency. Any stand-by time charged by the testing agency due to Contractor delay shall be paid for by Contractor. Engineer will determine the number and location of tests to be performed.

All tests will be performed by a materials testing agency acceptable to the Owner. The Contractor shall pay for all testing. All materials and tests shall conform to the requirements of these Specifications and as required by the Engineer.

Add the following:

**CONCRETE TESTING**

The Contractor will retain an independent testing laboratory, acceptable to the Owner, to determine compliance with the Specifications. Four concrete test cylinders will be made by the Contractor from each day's pour and as specified in Section 03300 - Cast-In-Place Concrete. One slump test and one air test (if required) will be performed for each set of cylinders. The Contractor shall be responsible for storage of the cylinders and for delivering test cylinders to the laboratory for testing. The Contractor will pay for all testing.

**END OF SUPPLEMENTARY CONDITIONS**

## SECTION 01001

### BASIC REQUIREMENTS

#### A. GENERAL

##### 1.1 SUMMARY OF WORK

###### A. Section Includes:

- 1.2 Description of Project
- 1.3 Site Investigation
- 1.4 Existing Utilities
- 1.5 Payment Schedule
- 1.6 Application for Payment
- 1.7 Change Order Procedures
- 1.8 Cutting and Patching
- 1.9 Conferences
- 1.10 Progress Meetings
- 1.11 Submittal Procedures
- 1.12 Construction Progress Schedule
- 1.13 Prosecution of the Work
- 1.14 Shop Drawings
- 1.15 Product Data
- 1.16 Manufacturers' Instructions and Certifications
- 1.17 Quality Assurance
- 1.18 References
- 1.19 Manufacturer's Field Services
- 1.20 Testing Laboratory Services
- 1.21 Temporary Electric Power and Lighting
- 1.22 Temporary Water
- 1.23 Sanitary Facilities
- 1.24 Water for Testing
- 1.25 Temporary Telephone Service
- 1.26 Temporary Water Control
- 1.27 Temporary Access Roads and Parking
- 1.28 Temporary Heating and Ventilating
- 1.29 Protection of Finished Work
- 1.30 Progress Cleaning
- 1.31 Field Offices
- 1.32 Removal of Utilities, Facilities, and Controls
- 1.33 Products
- 1.34 Transportation, Handling, Storage, and Protection
- 1.35 Substitutions
- 1.36 System Demonstration
- 1.37 Contract Closeout Procedures
- 1.38 Final Cleaning and Inspection
- 1.39 Final Submittals
- 1.40 Project Record Documents ("As-Builts")
- 1.41 Operation and Maintenance Data
- 1.42 Guarantees, Bonds, Affidavits, and Warranties
- 1.43 Spare Parts and Maintenance Materials

## **1.2 DESCRIPTION OF PROJECT**

- A. Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the Owner. In these Documents where the word "Owner" appears, it shall be understood to mean the City of Bryant, Arkansas.
- B. A General Contract for waterline and water distribution system improvements and repairs. This contract is intended to be an annual "on-call" contract which may be extended annually for up to five (5) years. The type of work anticipated may include: emergency repairs, line segment replacement/installation, point repairs, gate valve replacement/installation, water hydrant replacement/installation, water meter assembly installation, service line repair/installation and other similar activities. Work orders will be developed on an as needed basis and all work will be paid for on a unit prices basis. The contract will cover up to a five (5) year period; work may be added to the contract each of the subsequent four (4) years, after the first year, by change order with possible minor adjustments to contract unit prices. The City of Bryant will deliver "Work Orders" on an as-needed basis and as needs are identified. All work performed shall conform to the latest edition of the City of Bryant Standard Specifications for Design and Construction of Water Lines and Sewer Lines.

## **1.3 SITE INVESTIGATION**

- A. Contractor shall inspect construction areas prior to bidding and make his own conclusions regarding site conditions.

## **1.4 EXISTING UTILITIES**

- A. Owner has maps depicting approximate location of water, sewer and electric. These are available for review by the Contractor. Contractor shall make his own determination as to location of utilities.
- B. Notify all utilities affected by the construction operation at least 48 hours in advance of beginning work, and contact Arkansas One-Call at 1-800-482-8998.

## **1.5 PAYMENT SCHEDULE**

- A. Payment shall be made based on the payment schedule submitted by the Contractor in accordance with the Bid Form and the Engineers observation of work completed to date.
- B. Payment for pipe shall be made at 85 percent of the unit bid price upon pipe installation, backfilling and rough grading. Payment will be increased 15 percent of the unit price bid upon completion of testing and acceptance of final clean-up and restoration of disturbed surfaces and facilities by the Owner and in accordance with the General Conditions.

## **1.6 APPLICATION FOR PAYMENT**

- A. Submit three copies of each application on EJCDC Form 1910-8E or other format approved by Engineer.



- B. For payment of stored materials, the Contractor shall submit a copy of supplier/vendor's invoice for the materials with job name, delivery date, invoice number, and invoice amount on invoice attached with the Application for Payment. Stored materials shall be on site and stored in accordance with Contract Documents prior to making Application for Payment.
- C. Contractor shall submit copies of paid invoices and proof of payment in the form of a lien release from the supplier/vendor for stored materials that the Owner has paid for previously with Application for Payment. Contractor's subsequent Applications for Payment will not be approved without copies of paid invoices and lien releases.
- D. Contractor shall submit lien release for all previous progress payments for materials, labor, and equipment that has been billed to the Owner in the present pay request. Lien release shall be submitted to the Owner with next Application for Payment. Application for Payment submitted without lien release from previous Application for Payment will not be approved for payment until Owner has received lien release. Submit lien release on the form found at the end of this Section.
- E. Utilize Payment Schedule or Unit Prices for listing items in Application for Payment.
- F. Pay Periods: Calendar Month.

**1.7 CHANGE ORDER PROCEDURES**

- A. Submit on EJCDC Form 1910-8B.

**1.8 CUTTING AND PATCHING**

- A. Employ a skilled and experienced installer to perform cutting and patching new Work; restore Work with new products.
- B. Submit written request in advance of cutting or altering existing structures or utilities.
- C. Fit work tight to adjacent elements and maintain integrity of existing work.

**1.9 CONFERENCES**

- A. Owner will schedule a preconstruction conference after Notice of Award for all affected parties.
- B. Where required in individual specification Section, convene a pre-installation conference at project site prior to commencing Work of the Section.

**1.10 PROGRESS MEETINGS**

- A. Schedule and administer meetings at the site throughout progress of the Work at minimum monthly intervals.

- B. Preside at meetings, record minutes, and distribute typed copies within two days to those affected by decisions made.

#### **1.11 SUBMITTAL PROCEDURES**

- A. The Contractor shall submit a sufficient number of copies to allow the Owner to retain four copies for review. Submittals shall include shop drawings, and catalog cuts for manufactured items required for construction.
- B. Submittal form to identify Project, Contractor, subcontractor or supplier, and pertinent Contract Document reference.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- E. Revise and resubmit as required; identify all changes made since previous submittal.

#### **1.12 CONSTRUCTION PROGRESS SCHEDULE**

- A. Submit initial Construction Progress Schedule in duplicate within 10 days after date of Contract. Owner shall review Construction Progress Schedule and approve. Once approved by Owner this Construction Progress Schedule shall become the "Approved Construction Progress Schedule" by which the Contractor shall plan, organize, direct, coordinate, and execute the Work, and the basis of evaluating progress of the Work.
- B. "Approved Construction Progress Schedule" shall be a horizontal bar chart with separate lines for each major section of Work or operation, identifying first work day of each week.
- C. Submit updated Construction Progress Schedule with each Application for Payment, identifying changes since previous updated Construction Progress Schedule. Indicate estimate percentage of completion for each item of Work at each submission.
- D. Should updated Construction Progress Schedule show the Contractor to be 10 percent or more behind schedule, Contractor shall immediately devise a plan for recovery of lost time and submit to the Owner for approval within 1 week. Once approved by the Owner, the Contractor shall immediately put "Recovery Construction Progress Schedule" into action.
- E. During period covered by "Recovery Construction Progress Schedule" plan, Contractor's progress will be monitored against the "Approved Construction Progress Schedule." If Contractor does not recover from delay as detailed in his "Recovery Construction Progress Schedule," the Owner shall exercise its options as described in the General Conditions.
- F. Contractor shall bear all cost and expenses related to recovery from the Contractor's delays, including costs, expenses, and lost revenue by the Owner.

### **1.13 PROSECUTION OF THE WORK**

- A. It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are the essence of this Contract. The Work shall be prosecuted at such time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the approved construction schedule.
- B. Regular Work hours shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday. No Work requiring the presence of the Owner's representative will be performed outside of regular Work hours. If, however, the Contractor works additional hours (other than specified herein), the Contractor shall pay the Owner for additional services as outlined below.
- C. The cost of additional services shall be borne by the Contractor and will be based upon actual hours worked (labor cost x 3 x 1.5) plus out-of-pocket expenses such as lodging, mileage, materials, etc. Otherwise, the Contractor may perform clean-up work only outside of regular hours (including Saturdays and Sundays). No Work will be accomplished on holidays.

### **1.14 SHOP DRAWINGS**

- A. Submit number of copies which the Contractor requires, plus four copies which will be retained by the Owner.
- B. Include as a minimum dimensions, size, location of connections to other work, weight of equipment, and supporting calculations.

### **1.15 PRODUCT DATA**

- A. Submit number of copies which the Contractor requires, plus four copies which will be retained by the Owner.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

### **1.16 MANUFACTURERS' INSTRUCTIONS AND CERTIFICATIONS**

- A. Submit as noted in individual specification Sections.

### **1.17 QUALITY ASSURANCE**

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Comply fully with manufacturer's instructions.

- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

#### **1.18 REFERENCES**

- A. Conform to reference standard by date of issue current as of date of Contract.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Owner before proceeding.

#### **1.19 MANUFACTURERS' FIELD SERVICES**

- A. Representative shall submit written report to Owner listing observations and recommendations.

#### **1.20 TESTING LABORATORY SERVICES**

- A. Owner will approve the Contractor's selection of a testing laboratory to perform inspections, tests, and other services required by individual Specification Sections.
- B. All costs for laboratory testing of earthwork and concrete shall be paid for by the Contractor.
- C. Services will be performed in accordance with requirements of governing authorities and with specified standards.
- D. Contractor shall cooperate with Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
  - 1. Notify Owner/Testing Laboratory 48 hours prior to expected time for operations requiring testing services.
  - 2. Furnish and deliver samples/cylinders to lab for testing.
  - 3. Pay for testing.

#### **1.21 TEMPORARY ELECTRIC POWER AND LIGHTING**

- A. Provide and pay for power services required from source.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

#### **1.22 TEMPORARY WATER**

- A. Provide water, as needed, for own use.
- B. Provide an adequate supply of potable drinking water for use by employees and Engineer's employees.

**1.23 SANITARY FACILITIES**

- A. Provide and maintain required sanitary facilities and enclosures.
- B. Maintain clean and sanitary condition.

**1.24 NOT APPLICABLE**

**1.25 TEMPORARY TELEPHONE SERVICE**

- A. Provide on-site telephone service for Contractor's and Owner's use during the period of construction of the Contract. Cell phones are acceptable.

**1.26 TEMPORARY WATER CONTROL**

- A. Maintain excavations and trenches free of water. Provide and operate pumping equipment of a capacity to control water flow.
- B. Provide dewatering system and pumping to maintain excavations dry and free of water inflow on a 24 hours basis.
- C. Provide piping to handle pumping outflow to discharge in a manner to avoid erosion or deposit of silt.

**1.27 TEMPORARY ACCESS ROADS AND PARKING**

- A. Construct and maintain temporary construction access roads, parking areas, and detours as are required to execute the Work.

**1.28 NOT APPLICABLE**

**1.29 PROTECTION OF FINISHED WORK**

- A. Protect installed work and provide special protection where specified in individual specification Sections.

**1.30 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

**1.31 NOT APPLICABLE**

**1.32 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary erosion control construction, above grade or buried utilities, equipment, facilities, and materials, prior to Substantial Completion inspection.

- B. Remove and repair damage caused by installation or use of temporary work.

### **1.33 PRODUCTS**

- A. Products: New material, components, equipment, and systems forming Work, but does not include machinery or equipment used for preparation, fabrication, or erection of Work.
- B. Use interchangeable components of the same manufacture for similar components.

### **1.34 TRANSPORTATION, HANDLING, STORAGE, AND PROTECTION**

- A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.

### **1.35 SUBSTITUTIONS**

- A. Possible substitutions ("or approved equal"/ "or equal") shall be submitted no later than 10 days prior to bid date for Engineer to review and consider requests from Contractor or Bidder for substitutions as equal . The Bidder may include substitutions not specified only if written approval is received from the Engineer prior to bidding. Otherwise, substitutions will be not be allowed.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

### **1.36 NOT APPLICABLE**

### **1.37 CONTRACT CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for Owner's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and amount remaining due after Owner has given written approval of Project Record Documents.

### **1.38 FINAL CLEANING AND INSPECTION**

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view.
- C. Clean debris, waste and surplus supplies, rubbish, and construction facilities from site.
- D. After final cleaning and upon written notice from the Contractor that the Work is completed, the Owner will make a preliminary inspection with Contractor present. Upon completion of this preliminary inspection, the Owner will notify the Contractor, in

writing, of any particulars in which this inspection reveals that the Work is defective or incomplete.

- E. Upon receiving written notice from the Owner, the Contractor shall immediately undertake the work required to remedy defects and complete the Work to the satisfaction of the Owner.
- F. When the Contractor has corrected or completed the items as listed in the Owner's written notice, he shall inform the Owner, in writing, that the required Work has been completed. Upon receipt of this notice, the Owner, in the presence of the Contractor, shall make his final inspection of the Project.
- G. Should the Owner find all Work satisfactory at the time of his inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the General Conditions. Should the Owner still find deficiencies in the Work, he will inform the Contractor of the deficiencies and will deny the Contractor's request for final payment until the Contractor has satisfactorily completed the required Work.
- H. Water courses, gutters, and ditches shall be opened and left in a condition satisfactory to the Owner.

#### 1.39 FINAL SUBMITTALS

- A. No contract will be finalized until all of the following have been submitted:
  - 1. Final Shop Drawings.
  - 2. Record Drawings.

#### 1.40 PROJECT RECORD DOCUMENTS ("AS-BUILTS")

- A. Maintain on Project site, one set of Contract Documents, Shop Drawings, and Product Submittals to be utilized for Record Documents.
- B. Keep Record Documents and samples available for inspection by Owner.
- C. Maintain Record Documents in a clean, dry, and legible condition. **Do not use Record Documents for construction purposes.** If Contractor submits Record Documents that are in poor condition and is unacceptable by the Owner, Contractor shall re-purchase a new set of Project Drawings and Project Manual and re-record information on new purchased set and resubmit to Owner.
- D. Specification, Record Documents, and Shop Drawings: Legibly mark each item to record actual construction or product installed.
- E. Record information in red ink on a set of blue line opaque Drawings, and in a copy of a Project Manual.
- F. Record information concurrently with construction progress.

- G. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
  - 1. Measured depths of elements of structures in relation to datum.
  - 2. Measured horizontal and vertical locations of underground utilities, valves, fittings, and other appurtenances incorporated in the Project, referenced to permanent surface improvements (3 each).
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction. (ie, service connection)
  - 4. Field changes of dimension and detail.
  - 5. Changes made by Modifications by either Field Orders or Change Orders.
  - 6. Details not on original Contract Drawings or referenced in Project Manual, but are part of the Project.
  
- H. Specifications: Legibly mark each item to record actual construction, including:
  - 1. Manufacturer, trade name, and catalog number of each product actually installed, particularly optional items and substitute items.
  - 2. Changes made by Addenda, Field Orders, Change Orders, or other Modifications.
  
- I. Other Documents: Maintain manufacturer's certifications, inspection certifications, field test records, and other required documentation required by individual Specifications Sections.
  
- J. Transmit with cover letter in duplicate, listing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name, address, and telephone number.
  - 4. Number and title of each Record Document.
  - 5. Signature of Contractor or authorized representative.
  
- K. Final Application for Payment shall not be approved until Project Record Documents ("As-Builts") are reviewed and approved by Owner.

**1.41 NOT APPLICABLE**

**1.42 GUARANTEES, BONDS, AFFIDAVITS, AND WARRANTIES**

- A. Provide duplicate notarized copies.
  
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
  
- C. No contract will be finalized until all guarantees, performance tests, bonds, certificates, licenses, affidavits, and warranties required for Work or equipment as specified are satisfactorily filed with the Engineer.
  
- D. Submit prior to final Application for Payment.

**1.43 NOT APPLICABLE**



**PART 2. PRODUCTS**

Not Used.

**PART 3. EXECUTION**

Not Used.

**END OF SECTION**



# Contractor's Application for Payment No.

	Application Date:
	Via (Engineer):
	Engineer's Project No.: <b>19-5762</b>
	Contractor's Project No.:

### Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
<b>TOTALS</b>		
<b>NET CHANGE BY CHANGE ORDERS</b>		

1. ORIGINAL CONTRACT PRICE..... \$ \_\_\_\_\_
2. Net change by Change Orders..... \$ \_\_\_\_\_
3. Current Contract Price (Line 1 ± 2)..... \$ \_\_\_\_\_
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F on Progress Estimate)..... \$ \_\_\_\_\_
5. RETAINAGE:
  - a.  Work Completed..... \$ \_\_\_\_\_
  - b.  Stored Material..... \$ \_\_\_\_\_
  - c. Total Retainage (Line 5a + Line 5b)..... \$ \_\_\_\_\_
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \_\_\_\_\_
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \_\_\_\_\_
8. AMOUNT DUE THIS APPLICATION..... \$ \_\_\_\_\_
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G on Progress Estimate + Line 5 above)..... \$ \_\_\_\_\_

### Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ \_\_\_\_\_ (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_ (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding Agency (if applicable) \_\_\_\_\_ (Date)

**Progress Estimate**

**Contractor's Application**

For (contract):		Application Number:					
Application Period:		Application Date:					
Item Specification Section No.	A Description	B Scheduled Value	Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period			
<b>Totals</b>							



# Stored Material Summary

# Contractor's Application

For (contract):		Application Number:								
Application Period:		Application Date:								
A	B	C		D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description		Stored Previously Date (Month/Year)	Amount (\$)	Stored this Month Amount (\$)	Subtotal	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$) (D + E - F)
<b>Totals</b>										

# Change Order

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: Water System Improvements – Annual Contract	Owner: City of Bryant, Arkansas	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.: 19-5762	

## The Contract Documents are modified as follows upon execution of this Change Order:

Description:

### Attachments (list documents supporting change):

#### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

\$ \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ \_\_\_\_\_

#### CHANGE IN CONTRACT TIMES:

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Change Order

## Instructions

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



**LIEN RELEASE**

**NAME OF GENERAL CONTRACTOR:**

\_\_\_\_\_

**PROJECT: CITY OF BRYANT WATER SYSTEM IMPROVEMENTS – ANNUAL CONTRACT**

**ENGINEER'S PROJECT NUMBER: 19-5762**

**PAY REQUEST NUMBER: \_\_\_\_\_**

The undersigned Contractor certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title to all Work, materials, labor, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all (i.e., all stored materials, subcontracted work, labor, materials, equipment, and other items incorporated into Work have been paid to date by the Contractor) liens, claims, security interest, and encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not *defective* as that term is defined in Contract Documents.

If it is found that material or work has not been paid as sworn on this document, the full amount of the unpaid payment shall be withheld from the next pay estimate, and a check will be prepared by the Owner, made out jointly to the Contractor and the payee for materials or work. The check will be mailed to the payee.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Subscribed and Sworn to before me

\_\_\_\_\_

Contractor

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Notary Public

Title \_\_\_\_\_

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



# Certificate of Substantial Completion

Project: CITY OF BRYANT WATER SYSTEM IMPROVEMENTS – ANNUAL CONTRACT

Owner: City of Bryant, Arkansas

Owner's Contract No.:

Contractor:

Engineer's Project No.: 19-5762

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

All Work under Contract Documents:                       The following specified portions of the Work:

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\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

Amended Responsibilities     Not Amended

Owner's Amended Responsibilities:

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**Contractor's Responsibilities:**

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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

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Executed by Engineer

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Date

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Accepted by Contractor

---

Date

---

Accepted by Owner

---

Date



State of Arkansas  
 Arkansas Department of Labor  
 Arkansas Occupational Safety and Health

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190  
 Phone: 501-682-9091 Fax: 501-682-4532 TRS: 800-285-1131

## CONTRACT FOR EXCAVATION REPORTING FORM

**This form must be completed by any public body (state agency, county, municipality, school district, or other local tax unit or improvement district) awarding a contract for a public construction project which will involve any trench or excavation of five feet (5') or more. *Arkansas Code § 22-9-212.***

Name of Public Agency: \_\_\_\_\_

Address of Public Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone number: \_\_\_\_\_

Person Filing Report: \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

Name of any subcontractor doing trenching or excavation: \_\_\_\_\_

Subcontractor address: \_\_\_\_\_ Phone number: \_\_\_\_\_

Estimated start date: \_\_\_\_\_

Estimated completion date: \_\_\_\_\_

Site location/address/street/road: \_\_\_\_\_

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*Arkansas Code § 22-9-212 also requires that the current federal OSHA standard for excavation and trenching be incorporated into the project's specifications and that the contract bid form include a separate pay item for trench or excavation safety systems.*

*The Arkansas Department of Labor provides free training on trenching and excavation safety.*

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### SEND NOTICE TO:

**Arkansas Department of Labor  
 Safety Division  
 10421 West Markham Street  
 Little Rock, AR 72205-2190  
 (501) 682-9091  
 fax: (501) 682-4532  
 e-mail: [mike.watson@arkansas.gov](mailto:mike.watson@arkansas.gov)**





**STATE OF ARKANSAS  
DEPARTMENT OF LABOR  
ARKANSAS OCCUPATIONAL SAFETY & HEALTH**

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190  
Phone: 501-682-9091 Fax: 501-682-4532 TRS: 800-285-1131

**REPORTING FORM FOR  
WORK NEAR OVERHEAD HIGH VOLTAGE POWER LINES AND  
CONDUCTORS**

**This form must be completed by any person, firm, or corporation that desires to carry on any work or activity within ten feet (10') of overhead energized electrical lines or conductors. *Arkansas Code § 11-5-307*. The ten feet clearance applies to any part of any machinery, equipment or materials, as well as any employee or person.**

Name of company or individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name & title of person filing report: \_\_\_\_\_

Date work to be performed: \_\_\_\_\_

Expected date of completion: \_\_\_\_\_

Has the operator of the electrical lines been notified? \_\_\_\_\_

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**IMPORTANT**

*Arkansas Code § 11-5-307 also requires written notice to the owner or operator of the electrical lines. You must also make appropriate arrangements with the operator of the electrical lines **before** proceeding with any work which would violate the ten feet clearance requirement.*

*The Arkansas Department of Labor provides free training on working safely near high voltage lines.*

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**SEND NOTICE TO:**

**Arkansas Department of Labor  
Safety Division  
10421 West Markham Street  
Little Rock, AR 72205  
(501) 682-9091  
fax: (501) 682-4532  
e-mail: [mike.watson@arkansas.gov](mailto:mike.watson@arkansas.gov)**





## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1. GENERAL

##### 1.1 RELATED SECTIONS

- A. Document 00300 - Bid.
- B. Section 00700 - General Conditions.
- C. Section 01001 - Basic Requirements.

##### 1.2 MEASUREMENT OF QUANTITIES

- A. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measure or the International System of Units.
- B. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

##### 1.3 SCOPE OF PAYMENT

The Amount for Work listed in the Bid, whether lump sum or unit price, shall include all costs specified on the Bid Form, including all miscellaneous amounts (mobilization, demobilization, bonds, insurance, as built record drawings, traffic control, erosion control, plans and any items not covered elsewhere) to complete the project in accordance with the Contract Documents.

The quantities listed in these documents are approximate, for information only, and should be verified by each bidder prior to bidding

Payments for lump sum items shall be made in proportion to the amount of Work accomplished, as determined by the Engineer, as of the period ending date of each Application for Payment.

Payment for unit price items shall be made as the work progresses. Said payments will be based upon the work performed and materials complete in place in accordance with the contract, plans, and specifications, approved by the Engineer, as of the period ending date of each Application for Payment.

It is understood and agreed that the Contractor shall not be entitled to partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payments shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment.

The Contractor has sole responsibility for providing materials, equipment and work which meet the specifications. In the event inspection or testing reveals that materials/equipment furnished or work performed by the Contractor does not meet the specifications, payment for said materials/equipment/work will be withheld until compliance with the specifications is demonstrated by the Contractor.

#### 1.4 UNIT PRICE ITEMS

- A. Item No. 1 – Mobilization/Demobilization (Work Orders), Complete.
  - 1. Unit of Measure: Each Work Order
  - 2. This item shall compensate the Contractor for mobilizing to the first line segment listed on the work order, for moving to the next line segment, and moving to any subsequent line segments until all work is completed on the work order, then removing all equipment from the site upon completion of the last item of work for that work order. If additional work orders are issued while the contractor's equipment is on site, there will be no payment for mobilization/demobilization for those work orders.
  
- B. Item No. 2 – Mobilization/Demobilization (Emergency Work Orders), Complete.
  - 1. Unit of Measure: Each Work Order
  - 2. This item shall compensate the Contractor for mobilizing to the first line segment listed on the work order, for moving to the next line segment, and moving to any subsequent line segments until all work is completed on the work order, then removing all equipment from the site upon completion of the last item of work for that work order. If additional work orders are issued while the contractor's equipment is on site, there will be no payment for mobilization/demobilization for those work orders.
  
- C. Item No. 3 – Storm Water Pollution Prevention Plan
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, and all other items required to develop a storm water pollution plan including submission to ADEQ and proper housing of plans on-site.
  
- D. Item No. 4 –Fire Hydrant Assembly
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, fire hydrant, fittings, polywrap, bedding, concrete collar, repair of adjacent utilities/structures due to work under this contract, and all other items required to install fire hydrant assembly as required for a complete and functioning installation per the Specifications.

- E. Item No. 5 – SDR 9 HDPE Service Tubing (Non-Pavement Areas)
  - 1. Unit of Measure: Linear Foot
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, tubing, tracer wire, repair of adjacent utilities/structures due to work under this contract, and all other items required to install SDR 9 HDPE service tubing (non-pavement areas) as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- F. Item No. 6 – SDR 9 HDPE Service Tubing (Below Pavement)
  - 1. Unit of Measure: Linear Foot
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required to install SDR 9 HDPE service tubing (below pavement) as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- G. Item No. 7 – Meter Setter
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required to install meter setter, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  
- H. Item No. 8 – Encasement for Service Crossing
  - 1. Unit of Measure: Linear Foot
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required for service crossing encasement, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- I. Item No. 9 – Direct Bury Steel Encasement
  - 1. Unit of Measure: Linear Foot
  - 2. This item shall compensate the Contractor for materials, equipment, encasement pipe, spacers, end seals, polywrap, labor, tools, repair of adjacent utilities/structures due to work under this contract, and all other items required for direct bury steel encasement as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.

- J. Item No. 10 – 1" Tapping Sleeve and Corporation Stop
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required to install 1" tapping sleeve and corporation stop as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- K. Item No. 11 – PVC Pipe
  - 1. Unit of Measure: Linear Foot
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, pressure testing, sterilization, trace wire, safety marker tape, bedding, repair of adjacent utilities/structures due to work under this contract, and all other items required to install PVC pipe, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- L. Item No. 12 – Ductile Iron Pipe, Class 250
  - 1. Unit of Measure: Linear Foot
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, pressure testing, sterilization, trace wire, safety marker tape, bedding, repair of adjacent utilities/structures due to work under this contract, and all other items required to install ductile iron pipe, class 250, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- M. Item No. 13 – Megalug Joint Restraint, Series 2000PV
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required to install megalug joint restraint, series 2000PV, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  
- N. Item No. 14 – Megalug Joint Restraint, Series 1100
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required to install megalug joint restraint, series 1100, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.

- O. Item No. 15 – Gate Valves
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, gate valves, polywrap, blocking, tracer wire, splicing of tracer wire, valve marker, repair of adjacent utilities/structures due to work under this contract, and all other items required to install gate valves, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- P. Item No. 16 – Butterfly Valves
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, butterfly valve, polywrap, blocking, tracer wire, splicing of tracer wire, valve marker, repair of adjacent utilities/structures due to work under this contract, and all other items required to install butterfly valves, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- Q. Item No. 17 – “Cut-In” Gate Valves
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, cutting and removal of pipe section, new valve, couplings, splicing trace wire, valve marker, repair of adjacent utilities/structures due to work under this contract, and all other items required to install “cut-in” gate valves, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- R. Item No. 18 – Tapping Sleeve and Gate Valve Assembly
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, tapping sleeve, gate valve, blocking, trace wire, polywrap, repair of adjacent utilities/structures due to work under this contract, and all other items required to install tapping sleeve and gate valve assembly, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.

- S. Item No. 19 – Saddles
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required to install saddles, in the size specified, as required to complete the work per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- T. Item No. 20 – 2" Blow-Off Hydrant
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, hydrant, anchor collar, blocking, bedding, repair of adjacent utilities/structures due to work under this contract, and all other items required to install 2" blow-off hydrant as required for a complete and functioning installation per the Drawings and Specifications.
  
- U. Item No. 21 – Combination Air Relief Valve
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required to install combination air relief valve, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. All excavation shall be unclassified and no additional compensation will be provided for rock.
  
- V. Item No. 22 – Valve Boxes
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, valve boxes, concrete collar, drilling hole for tracer wire, repair of adjacent utilities/structures due to work under this contract, and all other items required to install valve boxes as required for a complete and functioning installation per the Drawings and Specifications.
  
- W. Item No. 23 – Meter Boxes with Lid
  - 1. Unit of Measure: Each
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required to install meter boxes with lid as required for a complete and functioning installation per the Drawings and Specifications.

- X. Item No. 24 – Asphalt Pavement Repair
  - 1. Unit of Measure: Square Yard
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required for asphalt pavement repair as required for a complete and functioning installation per the Drawings and Specifications.
  - 3. Street cut shall be permanently repaired within 2 weeks of completion of work within street.
  
- Y. Item No. 25 – Concrete Pavement Repair
  - 1. Unit of Measure: Square Yard
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, saw cutting pavement, repair of adjacent utilities/structures due to work under this contract, and all other items required for concrete pavement repair as required for a complete and functioning installation per the design Drawings and Specifications.
  - 3. Street cut shall be permanently repaired within 2 weeks of completion of work within street.
  
- Z. Item No. 26 – Gravel Surfacing Repair
  - 1. Unit of Measure: Square Yard
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required for gravel surfacing repair as required for a complete and functioning installation per the Drawings and Specifications.
  
- AA. Item No. 27 – Lawn and Grass Reconstruction – Sodding Method
  - 1. Unit of Measure: Square Yard
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required for lawn and grass reconstruction – sodding method as required t for a complete and functioning installation per the Drawings and Specifications.
  
- BB. Item No. 28 – Lawn and Grass Reconstruction – Seeding Method
  - 1. Unit of Measure: Square Yard
  - 2. This item shall compensate the Contractor for materials, labor, tools, equipment, repair of adjacent utilities/structures due to work under this contract, and all other items required for lawn and grass reconstruction – seeding method as required for a complete and functioning installation per the Drawings and Specifications.

- CC. Item No. 29 – Highway Bore with Steel Encasement
1. Unit of Measure: Square Yard
  2. This item shall compensate the Contractor for materials, labor, tools, equipment, encasement pipe, spacers end seals, anodes, repair of adjacent utilities/structures due to work under this contract, and all other items required for highway bore with steel encasement, in the size specified, as required for a complete and functioning installation per the Drawings and Specifications.
  3. All excavation shall be unclassified and no additional compensation will be provided for rock.
- DD. Item No. 30 - Arkansas Code Ann. §22-9-212, Trench and Excavation Safety System
1. Unit of Measure: Each
  2. This item shall compensate the Contractor the cost associated with trench and excavation safety systems required for any trench and excavation which equals or exceeds five (5) feet in depth.
  3. This item shall be paid to Contractor in final application for payment.
- EE. Item No. 31 - Miscellaneous (Insurance, As-Built Record Drawings, and Any Items not Covered Elsewhere to Complete the Project per the Contract Documents)
1. Unit of Measure: Each
  2. This item shall compensate the Contractor for insurance, as-built record drawings, and any items not covered elsewhere to complete the Project per the Drawings and Specifications.

**PART 2. PRODUCTS**

Not Used.

**PART 3. EXECUTION**

Not Used.

**END OF SECTION**



# APPENDIX

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**Contractor is responsible for adherence to all applicable  
Federal and State Laws and Regulations  
including, but not limited to,  
the following and any applicable amendments:**

**Ark Act 291 of 1993  
Trench and Excavation Safety Systems**

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**Code of Federal Regulations Title 29  
website: <http://ecfr.gpoaccess.gov/>**

**\*\*\*\*\***

**Arkansas State Licensing Law for Commercial Contractors  
website: [www.arkansas.gov/clb](http://www.arkansas.gov/clb)**

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