



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM
PROCUREMENT DIVISION
 One Capitol Mall, Suite 3B-201
 Little Rock, Arkansas 72201

INVITATION FOR BID
BID SOLICITATION DOCUMENT

| SOLICITATION INFORMATION | | | |
|--------------------------|--|-----------------------------|------------------|
| Bid Number: | ADPHT-24-035 | Solicitation Issued: | December 1, 2023 |
| Description: | Pool Pumps | | |
| Agency: | Arkansas Department of Parks, Heritage and Tourism, Division of Parks, Crater of Diamonds State Park | | |

| SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS | | | |
|---|-------------------|--------------------------|--------------------------|
| Bid Opening Date: | December 15, 2023 | Bid Opening Time: | 10:00 a.m., Central Time |
| Submissions for this Invitation for Bid must be submitted to adpht.procurement@arkansas.gov designating the IFB number and "Response" in the subject line of the email. Submissions received after the date and time listed above may be rejected. | | | |

| OFFICE OF STATE PROCUREMENT CONTACT INFORMATION | | | |
|---|---|--------------------------------------|--------------|
| ADPHT Buyer: | Cara Bono | Buyer's Direct Phone Number: | 501.682.6910 |
| Email Address: | Cara.bono@arkansas.gov | ADPHT Purchasing Main Number: | 501.682.4933 |
| Bid Posting Website: | Office of State Procurement – Other Procurement Units | | |

SECTION 1 – REQUIREMENTS

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Arkansas Department of Parks, Heritage and Tourism (ADPHT or Department) for Crater of Diamonds State Park to obtain pricing and a contract the removal and replacement of pool equipment.

The pool has a volume of 59,570 gallons. It is 4,166 square feet and has a depth change from zero inches (0”) to three feet one inch (3’1”).

1.2 LIVE PROPOSAL OPENING

Use the information below to view the proposal opening online.

Teams Meeting Link: [Click here to join the meeting](#)

Meeting ID: 277 551 257 860

Meeting Password: hjsG7x

Dial-In Information: [+1 501-244-3310,,542685744#](#)

Dial-In Password: 542 685 744#

1.3 CLARIFICATION OF BID SOLICITATION

A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing to adpht.procurement@arkansas.gov by 4:00 p.m., Central Time on or before December 8, 2023. The subject line **must** include the IFB number and “Questions.”

1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
2. Prospective Contractors’ written questions will be consolidated and answered by the Department as deemed appropriate. The Department’s consolidated written response is anticipated to be posted to the website listed on page 1 of this IFB by the close of business on December 15, 2023. If Prospective Contractor questions are unclear or non-substantive in nature, the ADPHT buyer may request clarification of a question(s) or decline to answer.

B. The Prospective Contractor should notify the ADPHT buyer of any term, condition, or any other language in the bid document that precludes the Prospective Contractor from submitting a compliant, responsive bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.

C. Prospective Contractors may contact the ADPHT buyer with non-substantive questions at any time prior to the bid opening.

D. An oral statement by the ADPHT buyer or any other ADPHT staff member will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Department.

1.4 TERMS USED IN SOLICITATION

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

- A. "Department" means any agency, division, entity, museum, or State Park that is under the direction of the Arkansas Department of Parks, Heritage and Tourism.
- B. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- C. "Prospective Contractor" means a responsible bidder who submits a responsive bid in response to this solicitation.
- D. "Requirement" means a specification that a Contractor is obligated to complete when submitting a bid response to this IFB is designated by the terms "**must**" and "**shall**" in the requirement.

1.5 GENERAL SPECIFICATIONS

- A. Prospective Contractor **shall** complete the work in the following sequence:
 - 1. Stage 1: Demolish specified items as described and shown in this IFB and [Attachment A: D1.1, D3.1](#).
 - 2. Stage 2: Prepare structure for retrofit and construct new foundation as required. [Attachment A. A1.1, A3.1](#)
 - 3. Stage 3: Insall equipment and secure to existing structure. [Attachment A. A1.1, A3.1](#).
 - 4. Stage 4: Construct specified improvements. [Attachment A. A1.1, A3.1](#)
- B. Prospective Contractor **shall** perform work at Crater of Diamonds State Park located at 209 State Park Road in Murfreesboro, Arkansas.
- C. Prospective Contractor **shall** perform work on project during normal business hours for the park of 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding State Holidays unless prior authorization has been given by the Crater of Diamonds State Park Superintendent or his designee.
- D. Prospective Contractor **shall** access the pool area in Crater of Diamonds State Park from Arkansas Highway 301 to perform project work.
- E. Prospective Contractor **shall** confine construction operations to the immediate project area.
- F. Prospective Contractor **shall** coordinate with the Crater of Diamonds State Park Superintendent or his designee to schedule any utility outages and/or shutdowns.
- G. Prospective Contractor **shall** visit the site and review all conditions before construction begins.
- H. Prospective Contractor **shall** install pressured gauges as required for the project.
- I. Prospective Contractor **shall** install chemical controller as required for the project.
- J. Prospective Contractor **shall** replace pneumatic backwash with an electric backwash.

- K. Prospective Contractor **shall** coordinate all piping to match existing piping where applicable.
- L. Prospective Contractor **shall** provide gaskets for all through wall piping.
- M. Prospective Contractor **shall** patch all leaks in the concrete and piping as required for the project.
- N. Prospective Contractor **shall** clean and seal all concrete masonry units (CMUs) inside of pit to the height of the pit.
- O. Prospective Contractor **shall** seal the pit using Basecrete or Xypex brands of pit sealer.
- P. Prospective Contractor **shall** purchase and use the following equipment as outlined in this IFB:

- 1. Pool Pumps

- a. Quantity: 4
- b. Pumps manufacturer **must** meet requirements set forth in the table.
- c. All pumps **must** have stainless steel impeller.
- d. 4 Pool Pumps:

- 1. Pump 1

- a. Size: 5" x 3" x 8"
- b. Type: TEFC
- c. HP: 7.5 Horsepower
- d. Flow: 1750 RPM
- e. Power: 3 Phase
- f. TDH: Approved filter flow rate **must** meet Arkansas Department of Health requirements.

- 2. Pump 2

- a. Size: 6" x 5" x 10"
- b. Type: TEFC
- c. HP: 20 Horsepower
- d. Flow: 1750 RPM
- e. Power: 3 Phase
- f. TDH: Approved filter flow rate **must** meet Arkansas Department of Health requirements.

- 3. Pump 3

- a. Size: 6" x 5" x 10"
- b. Type: TEFC
- c. HP: 20 Horsepower
- d. Flow: 1750 RPM
- e. Power: 3 Phase
- f. TDH: Approved filter flow rate **must** meet Arkansas Department of Health requirements.

- 4. Pump 4

- a. Size: 8" x 8" x 10"
- b. Type: TEFC
- c. HP: 20 Horsepower
- d. Flow: 1750 RPM
- e. Power: 3 Phase
- f. TDH: Approved filter flow rate **must** meet Arkansas Department of Health requirements.

2. Strainers

- a. Quantity: 4
- b. All strainers **must** be stainless steel and come with 316 SS Baskets.

1. Strainer 1

- a. Manufacturer: United Industries
- b. Model: P300052
- c. Size: 5" x 4"
- d. Material: Eccentric PVC/FRP

2. Strainer 2

- a. Manufacturer: United Industries
- b. Model: P300083
- c. Size: 8" x 6"
- d. Material: Eccentric PVC/FRP

3. Strainer 3

- a. Manufacturer: United Industries
- b. Model: P300083
- c. Size: 8" x 6"
- d. Material: Eccentric PVC/FRP

4. Strainer 4

- a. Manufacturer: United Industries
- b. Model: P300012
- c. Size: 12" x 10"
- d. Material: Eccentric PVC/FRP

3. Chlorinator

- a. Quantity: 2
- b. Manufacturer: Accutab 1030
- c. Manufacturer: Verachlor System
 - 1. Either equipment system **must** be acid rite 450 PH adjustment.

4. Chemical Controller

- a. Manufacturer: BECSYS3
- b. PH: Required
- c. ORP: Required
 - 1. GF Signet 2551 Magmeter with 4-20 MA Output

5. Pressure Gauges

- a. Quantity: 2
- b. Manufacturer: Ashcroft
- c. Model: 8008S
- d. Series 4"
- e. 304 Stainless Steel

1. Prospective Contractor **shall** replace all pressure gauges with glycerin filled gauges.

6. Exhaust Fan

- a. Manufacturer: Grainger
- b. HP: ½ Horsepower
- c. Size: 10" Blade
- d. Mount: Wall

1.6 DEMOLITION SPECIFICATIONS

- A. Prospective Contractor **shall** provide all machinery, labor, and materials necessary for the demolition and removal from the site, including, but not limited to the following items shown on the plans and where necessary for the completion of the new work, see [Attachment A: D1.1, D3.1](#).
 1. Existing building components such as concrete where shown.
 2. Electrical wiring and conduits where necessary.
 3. Water and sewer piping where necessary.
- B. Prospective Contractor **shall** provide labor, materials, and equipment as indicated in drawings, see Attachment X:xxxx, or as specified herein, and as required for preparing, moving, and relocating of components and equipment to complete the pool pump project.
- C. Prospective Contractor **shall**:
 1. Obtain proper permits from the local building department(s) having jurisdiction over the subject removal/demolition.
 2. Obtain certificates of severance of utility services, if required.
 3. Obtain proper permits for the transport and disposal of all debris.
- D. Prospective Contractor **shall** erect barrier fences to protect pedestrians.
- E. Prospective Contractor **shall** protect surrounding and remaining portions of the property from damage.
- F. Prospective Contractor **shall** provide and install temporary measures necessary, as required, to protect the adjacent portions of the project site, at all times, and to provide safety to all personnel.
- G. Prospective Contractor **shall** comply with reasonable requests by the Arkansas State Parks and the Architect – Andrew McCauley.
- H. Prospective Contractor **shall** ensure minimum interference with the park operation.
- I. Prospective Contractor **shall not** close or obstruct streets, sidewalks, or passageways without first consulting with the park superintendent or his designee.

1. Prospective Contractor **shall not** cause such closure or obstruction over the park's reasonable objection.

J. Prospective Contractor **shall** ensure minimum interference with park operations.

K. Execution

1. Prospective Contractor **shall** verify items to be salvaged for the Arkansas State Parks and establish an on-site location for storage.
2. Prospective Contractor **shall** remove designated items in accordance with the procedures submitted and approved by the Architect.
3. Prospective Contractor **shall** refer to the attached drawings, see Attachment xxx for items to be totally or partially demolished or removed.
4. All demolished/removed items not scheduled for salvage **must** be removed from the project site on a daily basis.
5. Prospective Contractor **shall not** store or burn materials on site. All damage to adjacent construction **must** be repaired and/or restored to their previous condition at no additional cost to the Department.
6. Prospective Contractor **shall** perform the demolition in such a manner to allow the remaining portion of the work to receive the designated construction/finishes, etc., without any additional alterations required to be performed by the separate trades.

L. Preparation

1. Prospective Contractor **shall** supply and install all bracing and shoring necessary to prevent the structure from racking and twisting.
2. Prior to moving, Prospective Contractor **shall** remove only that chinking that is necessary to install bracing and shoring.
3. Prospective Contractor **shall** prepare a pathway along the intended route of the move and **shall** take measures to ensure that movement of the structure is not impeded by obstacles or soft soils.
4. Prospective Contractor **shall** construct footings and concrete piers at new location.

M. Products

1. Prospective Contractor **shall** provide the following:
 - a. Wall bracing: 2"x4" timbers

N. Setting and Cleanup

1. When setting structure atop newly constructed foundation at new location, Prospective Contractor **shall** use steel shims under hewn log floor beam to level the structure.
2. After structure is moved, Prospective Contractor **shall** remove all concrete and CMU piers, debris, and any other construction material from abandoned location.
3. Prospective Contractor **shall** install fill in depressions for positive drainage.

1.7 BASIC PLUMBING REQUIREMENTS

A. Project Management

1. Prospective Contractor **shall** adhere to the Project Management Schedule as determined by the Department.
2. In case of interference between trades, Architect Engineer will decide which work is to take precedence regardless of work that might be installed.

B. Codes, Ordinances, Inspections, and Permits

1. Prospective Contractor **shall** execute and inspect work in accordance with local and state codes, laws, ordinances, rules, and regulations applicable to the particular class of work.
2. Should any part of the drawings or specification be found to be in conflict with applicable codes or ordinances, Prospective Contractor **shall** notify the Architect Engineer, in writing, 72 hours prior to reception of bids. After receipt of all the bids, any discovery of code violations **must** be promptly reported to the Architect Engineer.
3. Any work performed knowingly in violation of codes **must** be corrected without additional expense to ADPHT.
4. Prospective Contractor **shall** ensure that all plumbing work will comply with the latest local codes and the State of Arkansas plumbing code.
5. Prospective Contractor **shall** arrange with the County, City, or State, if City has no ordinances covering the work, for complete inspection, paying all charges pertaining thereto.
6. Prospective Contractor **shall** have the work inspected, if required, obtaining certificate of inspection and approval from inspecting agency and deliver such certificate to the Architect Engineer.

C. Coordination

1. Prospective Contractor **shall** conduct multi-trade coordination and reinstallation meetings to establish bottom elevations of all piping, ductwork and conduit before fabrication and installation.
2. Prospective Contractor **shall** install all equipment in accordance with the manufacturer's recommendations.

3. Prospective Contractor's **shall** follow all installation requirements and guidelines provided in the manufacturer's installation manual.
4. Should there be a conflict with regards to installation, the Prospective Contractor **shall** stop work and notify the design Architect Engineer representative.

D. Submittals

1. Prospective Contractor **shall** comply with [Division 01 \(33\)](#).
2. When submitting the product data, Prospective Contractor **shall** include rated capacities, operating characteristics, furnished specialties, and accessories for plumbing fixtures, plumbing specialties, plumbing equipment and other as may be requested.
3. Prospective Contractor **shall** include the following in the Shop Drawings:
 - a. Miscellaneous steel for pipe support, duct support, pipe guides, anchors, and miscellaneous steel used for supporting any mechanical equipment.

E. Substitutions

1. Prospective Contractor **shall** comply with [Division 01 \(25\)](#).
2. Prospective Contractor **shall** send the proposed substitutions of equipment, accompanied by shop drawings showing revised equipment layouts, piping diagrams, ductwork drawings and/or wiring diagrams to the Architect Engineer without additional cost to the Department.
3. Should a substitution be accepted and subsequently proven unsatisfactory for the service intended within the warranty period, the Prospective Contractor **shall** replace this material or equipment with that as originally specified or corrected as directed by Architect Engineer.

F. Cleanup

1. Prospective Contractor **shall** comply with [Division 01 \(10\)](#).
2. Prospective Contractor **shall not** allow waste material or rubbish to accumulate in or about the job site.
3. Should any discoloration or other damage to parts of the building, its finish, or furnishings due to failure to properly clean or keep clean mechanical systems, Prospective Contractor **shall** repair without cost to ADPHT.

G. Equipment Start-Up and System Coordination

1. Prospective Contractor **shall** comply with [Division 01 \(10\)](#).
2. Prospective Contractor **shall** be responsible for placing all equipment and system components into operation.

3. Prospective Contractor **shall** coordinate individual components with other parts of Mechanical, Plumbing and/or Fire Protection Systems to ensure that the entire project functions as designed and described by the contract documents.

H. Cutting and Patching

1. Prospective Contractor **shall** provide all cutting and patching required to perform the mechanical work, when alteration, repair, renovation, or addition, to existing construction.

I. Demolition

1. Prospective Contractor **shall** comply with [Section 024000 – Demolition](#).

J. Record documents

1. Prospective Contractor **shall** comply with [Division 01 \(10\)](#).

K. Operation Instructions

1. Prospective Contractor **shall** comply with [Division 01 \(10\)](#).
2. Prospective Contractor **shall** post printed instructions, installed in a suitable frame with a glass front, covering the operation and maintenance of each major item of equipment where Architect Engineer requires.
3. Prospective Contractor **shall** provide two (2) bound manuals containing complete repair parts lists, and operating service and maintenance instructions for all equipment provided.

L. Paint Exterior Piping

1. Prospective Contractor **shall** paint all exterior steel piping using a metal primer coat, second coat of enamel, topcoat of enamel and a finish coat of gloss.
2. Prospective Contractor **shall** paint all natural gas piping yellow.

M. Local Site Conditions

1. Before bidding, Prospective Contractor **shall** make a complete investigation at the site in order to be informed as to location of utilities and as to conditions under which work is to be performed.
2. Utility locations shown were obtained from surveys and/or local utility companies and are not to be assumed as being accurate.
3. Prospective Contractor **shall** make a determination of soil conditions before submitting bid. These specifications and accompanying drawings in no way imply as to condition of soil to be encountered.

N. Guaranty-Warranty

1. Prospective Contractor **shall** guarantee the capacity and integrated performance of component parts of various systems in strict accord with the true intent and purpose of these specifications.
2. Prospective Contractor **shall** conduct such tests as herein specified or as may be required by the Architect Engineer to demonstrate capacity and performance ability of various systems to maintain specified conditions.
3. Prospective Contractor **shall** use all materials and equipment new and unused and **shall** carry a full year's warranty from the time ADPHT accepts building or that date of substantial completion, whichever is earlier, regardless of start-up date of equipment, unless a longer warranty period is specified under other sections.

O. Equipment Connections

1. Prospective Contractor **shall** provide a properly sized drain run to the nearest floor drain or as directed.
2. Prospective Contractor **shall** rough-in and make final connections to all equipment requiring the same, furnished under Divisions of these specifications by ADPHT:
 - a. Prospective Contractor **shall** provide necessary labor and materials, including stop valves, traps, pressure-reducing valves, etc. necessary to complete the project.
 - b. Prospective Contractor **shall** trap and vent drainage connections as required.
 - c. Should equipment or fixtures that are furnished by ADPHT that are not delivered prior to final acceptance, services will be capped or plugged at walls or floor as directed, ready for future connection.
3. Prospective Contractor **shall not** "rough-in" any equipment or fixtures until proper rough-in drawings are in the hands of the trade completing the work.

P. Electrical

1. Prospective Contractor **shall** furnish and install all electrical interlock, control, and other wiring, not covered specifically under the electrical plans and specifications, for proper operation and control of all equipment specified under this Division of the specifications.
2. Prospective Contractor **shall** provide variable frequency drive controllers on all HVAC fan and pump motors that are three-phase powered regardless if they serve a constant flow or variable flow system.
3. Prospective Contractor **shall** supervise and coordinate all electrical work in connection with the mechanical system.

Q. Motor Controllers

1. Prospective Contractor **shall** furnish all motor controllers or contactors, not furnished as a part of a motor control center, for proper operation of all motors.
2. Where motor controllers or contactors are furnished as a part of a motor control center, Prospective Contractor **shall** provide a schedule of every motor or equipment item furnished, its voltage requirements, type controller required, accessories required and interlocks.
3. Prospective Contractor **shall** submit the schedule within 45 days of Notice to Proceed to Architect Engineer and supplier of the motor control for approval.
4. Prospective Contractor **shall** provide magnetic starters and with overload protection for single phase motors larger than ½ horsepower and all 3 phase motors.
 - a. Starters for 3-phase motors **must** have 3-pole overload protection.
 - b. All starters **must** have pilot lights.
 - c. Starters being controlled by other devices **must** have “hand”-“off” “auto” switches and **must** have push button stations mounted on starter or remote.
5. Prospective Contractor **shall** provide auxiliary contacts as required.
6. Prospective Contractor **shall** provide manual starter with overload on all motors ½ HP or less that are not inherently protected, and if required for remote control, a magnetic contactor.
7. Prospective Contractor **shall** ensure all starters and switches are in a proper NEMA enclosure and **must** be identified with engraved laminated plastic label.

R. Excavation, Trenching, and Backfilling

1. All excavation, trenching and backfilling in connection with the mechanical system, to a point 5’0” outside the building, is included as part of this Division.
2. Prospective Contractor **shall** include all excavation required as part of the bid price regardless of any implied conditions on the plans or in these specifications.
3. Prospective Contractor **shall** ensure:
 - a. Excavation to have 12-inch minimum and 24-inch maximum clearance on all sides.
 - b. Prospective Contractor **shall not** carry excavation below required level unless indicated otherwise on the drawings.
 - c. Excess excavation below the required level **must** be back filled at no expense to ADPHT with earth, sand, gravel, or concrete, as directed by the Architect Engineer and thoroughly compacted.
4. The Architect Engineer will determine the depth of removal of any unstable soil encountered.

5. Prospective Contractor **shall** grade the ground adjacent to excavations to prevent water running in.
6. Prospective Contractor **shall** remove any water by pumping or other means that accumulated during the excavation.
7. Banks of trenches **must** be vertical or as shown in the drawings.
8. The width of the trench **must** be 5 inches minimum, 8 inches maximum on each side of pipe bell.
9. The bottom of the trench for sewers and culverts **must** be rounded so that an arc of circumference equal to 0.6 of outside diameter or pipe rests on undisturbed soil wherever practicable.
10. Prospective Contractor **shall** excavate bell holes accurately to size and by hand.
11. In rock, excavations **must** be carried 8 inches below the bottom of pipe.
12. Prospective Contractor **shall** use loose earth or gravel for backfill and tamp thoroughly.
13. Bracing, sheathing, and shoring **must** be performed as necessary to complete and protect excavations indicated on the drawings, as required for safety, as directed by the Architect Engineer, or to conform to governing laws.
14. Prospective Contractor **shall** backfill trenches with clean, stable soil free from stones after piping, conduit, ducts, etc. have been installed, inspected, tested and approved by the governing agency.
15. Prospective Contractor **shall** place backfill in 4-inch layers, tamped under and around pipe and conduit to height of at least 2'0" above the pipe. Tamping **must** be done in such a manner as not to disturb underlying work.
16. Prospective Contractor **shall** backfill remainder of trenches and excavations with clean, stable earth, deposited in 8-inch layers and brought up to rough grade, with each layer compacted to density of surrounding soil.
17. Prospective Contractor **shall** remove sheathing and shoring as backfill is placed and fill space with dry sand.
18. Prospective Contractor **shall** complete compaction tests in accordance with Division 31 (02) and may be required by the Architect Engineer, with the costs paid by the Prospective Contractor.
19. Prospective Contractor **shall** replace existing appurtenances removed or damaged in connection with work and restore to original conditions, unless otherwise directed.

1.8 SUBSTITUTION PROCEDURES

A. [Substitution Requirements](#)

1. When material, article, or method is specified using name of proprietary product manufacturer, vendor, or method followed by phrase “or equal,” specific item mentioned establishes basis upon which bids are to be prepared.
 - a. Other manufacturers’ materials, articles, and methods not named will be considered as substitutions provided required information is submitted on “FORM FOR SUBSTITUTIONS FOR SPECIFIED ITEMS” and will not require substantial revisions of Contract Documents.
 - b. This applies to specific construction methods when required by Contract Documents.
2. Whenever material, article, or method is specified or described without phrase “or equal,” no substitutions will be allowed.
3. Cost for redesigns due to substituted items **shall** be the responsibility of the Prospective Contractor.
4. Prospective Contractor **shall** represent the following in making their request for substitution(s):
 - a. Prospective Contractor has personally investigated the proposed product or method and determined it is equal in all respects to that specified.
 - b. Prospective Contractor **shall** furnish same guarantee for substitution as for product or method specified.
 - c. Prospective Contractor **shall** coordinate installation of accepted substitution into work, making design and construction changes to complete work in all respects following contract requirements without additional cost.
5. Request for substitutions received after bids are open will not be considered except as stated herein.

B. Submittal of Data for Proposed Substitutions

1. In order for substitutions that do not change design intent to be considered, Prospective Contractor **shall** submit, no later than 30 days after date of Notice to Proceed, three (3) copies of complete data set forth herein to permit complete analysis of proposed substitutions listed on submitted “FORM FOR SUBSTITUTIONS FOR SPECIFIED ITEMS”
 - a. For Products:
 1. Identification including manufacturer’s name and address.
 2. Manufacturer’s literature, including but not limited to:
 - a. Product Description, performance, and test data.
 - b. Reference standards.
 3. Samples where appropriate.

4. Name and address of similar projects on which product was used and dates of installation with contact name and telephone number.

b. For Construction Methods:

1. Detailed description of proposed method.
2. Drawings illustrating methods.
3. Name and address of similar projects on which method was used and dates of use with contact name and telephone number.

c. Comparison of proposed substitution with product or method specified.

d. Data relating to impact on construction schedule by proposed substitution.

e. Impact on other contracts.

C. Approval of Substitution

1. Engineer's decision regarding evaluation of substitutions will be final and binding.
2. The request for time extensions and additional costs based on submission, acceptance, or rejection of substitutions will be evaluated following contract documents.
3. All approved substitutions will be incorporated into the Contract via a Change Order.

1.9 SUBMITTAL PROCEDURES

A. [Submittal Procedures](#)

1. Prospective Contractor **shall** transmit each submittal with Architect accepted form.
2. Prospective Contractor **shall** sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
3. Prospective Contractor **shall** identify project, contractor, subcontractor and supplier, pertinent drawing and detail number, and specification section number, as appropriate.
4. Prospective Contractor **shall** apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
5. Prospective Contractor **shall** schedule submittals to expedite the Project and deliver to Architect at his business address and **shall** coordinate submission of related items.
6. For each submittal for review, Prospective Contractor **shall** allow fifteen (15) calendar days excluding delivery time to and from the contractor.

7. Prospective Contractor **shall** identify variations from the Contract Documents and product or system limitations which may be detrimental to successful performance of the completed work.
8. Prospective Contractor **shall** provide space for the Contractor and Architect review stamps.
9. When revised for resubmission, Prospective Contractor **shall** identify all changes made since previous submission.
10. Prospective Contractor **shall** distribute copies of reviewed submittals as appropriate and instruct parties to promptly report any inability to comply with requirements.
11. Submittals not requested will not be recognized or processed.

B. Construction Progress Schedules

1. Prospective Contractor **shall** submit initial schedules within fifteen (15) calendar days after date of agreement. After review, Prospective Contractor **shall** resubmit required revised data within ten (10) calendar days.
2. Prospective Contractor **shall** submit revised Progress Schedules with each Application for Payment.
3. Prospective Contractor **shall** distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
4. Prospective Contractor **shall** instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
5. Prospective Contractor **shall** submit a computer-generated horizontal bar with separate line for each major portion of work or operation, identifying first workday of each week.
6. Prospective Contractor **shall** show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities and **shall** indicate the early and late start, early and late finish, float dates and duration.
7. Prospective Contractor **shall** indicate estimated percentage of completion for each item of work at each submission.
8. Revisions to Schedules:
 - a. Prospective Contractor **shall** indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - b. Prospective Contractor **shall** identify activities modified since previous submittal, major changes in scope and other identifiable changes.
 - c. Prospective Contractor **shall** provide a narrative report to define problem areas, anticipated delays, and impact on Schedule and **shall** report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate contractors.

C. Proposed Products List

1. Prospective Contractor **shall** submit a list of major products proposed for use, with name of manufacturer, trade name, and model number of each product within fifteen (15) calendar days after awarded agreement.
2. For products specified only by reference standards, Prospective Contractor **shall** give the manufacturer, trade name, model or catalog designation, and reference standards.

D. Product Data

1. Prospective Contractor **shall** submit product data to Architect for review for the limited purposes of checking for conformance with information given and the design concept expressed in the contract documents.
2. Prospective Contractor **shall** provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 33 00.
3. Prospective Contractor **shall** submit the number of copies which the Contractor requires, plus two (2) copies, which will be retained by the Architect.
4. Prospective Contractor **shall** mark each copy to identify applicable products, models, options, and other data and **shall** supplement manufacturer's standard data to provide information specific to this project.
5. Prospective Contractor **shall** indicate the product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
6. After review, Prospective Contractor **shall** distribute in accordance with the Submittal Procedures article above and provide copies for record documents as described in Section 01330.

E. Shop Drawings

1. Prospective Contractor **shall** submit all shop drawings to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
2. Prospective Contractor **shall** produce copies and distribute in accordance with SUBMITTAL PROCEDURES Section 01 33 00.
3. Prospective Contractor **shall** indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
4. Prospective Contractor **shall** submit the number of opaque reproductions which Contractor requires, plus three (3) copies which will be retained by Architect.

F. Samples

1. Prospective Contractor **shall** submit samples to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
2. Prospective Contractor **shall** produce duplicates and distribute in accordance with [SUBMITTAL PROCEDURES Section 01 33 00](#).
3. Samples for Selection as Specified in Product Sections:
 - a. Submit to Architect for aesthetic, color, or finish selection.
 - b. Submit samples of finishes from the full range of manufacturer's standard colors, textures, and patterns for Architect selection.
 - c. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES.
4. Prospective Contractor **shall** submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices and **shall** coordinate sample submittals for interfacing work.
5. Prospective Contractor **shall** include identification on each sample, with full Project information.
6. Prospective Contractor **shall** submit the number of samples specified in individual specification sections; one of which will be retained by the Architect.
7. Reviewed samples, which may be used in the Work, **must** be indicated in individual specification sections.
8. Samples **must not** be used for testing purposes unless specifically stated in the specification section.

G. Design Data

1. Prospective Contractor **shall** submit for the Architect's knowledge as contract administrator or for ADPHT.
2. Prospective Contractor **shall** submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

H. Test Reports

1. Prospective Contractor **shall** submit for the Architect's knowledge as contract administrator or ADPHT.
2. Prospective Contractor **shall** submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

I. Certificates

1. Prospective Contractor **shall** provide required certificates as specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect, in quantities specified for Product Data.
2. Certificates **must** indicate material or product confirms to or exceeds specified requirements.
3. Prospective Contractor **shall** submit supporting reference data, affidavits, and certifications as appropriate.
4. Certificates may be recent or previous test results on material or product but **must** be acceptable to Architect.

J. Manufacturer's Instructions

1. When specified in individual specification sections, Prospective Contractor **shall** submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing to Architect for delivery to ADPHT in quantities specified for Product Data.
2. Prospective Contractor **shall** indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

K. Manufacturer's Field Reports

1. Prospective Contractor **shall** submit reports for the Architect's benefit as contract administrator for ADPHT.
2. Prospective Contractor **shall** submit report in duplicate within 30 days of observation to Architect for information.
3. Prospective Contractor **shall** submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

L. Erection Drawings

1. Prospective Contractor **shall** submit drawings for the Architect's benefit as contract administrator for ADPHT.
2. Prospective Contractor **shall** submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
3. Data indicating inappropriate or unacceptable work will be subject to action by the Architect or ADPHT.

1.8 REQUIRED SITE VISIT

- A. The Prospective Contractor **shall** make a site visit to verify project details, such as but not limited to exact project location, dimensions, materials that will be needed, and any other information required to complete the project.

- B. The Prospective Contractor **shall** contact the Park Superintendent or their designee to schedule a site visit before the bid opening.
 - 1. The Prospective Contractor **shall not** contact the park for anything else that pertains the bid.
 - 2. The Prospective Contractor **shall** contact the buyer listed on page one (1) of this document for all other information and questions related to the bid solicitation.
- C. The Prospective Contractor **shall** meet at the park location mutually agreed upon between the Prospective Contractor and Park Superintendent.
- D. The Prospective Contractor may have a maximum of two (2) employees attend the site visit.
- E. The Prospective Contractor **shall** take the *Site Verification Form* attached with the bid solicitation documents to the park for signature after completion of the site visit.
- F. The Prospective Contractor and/or their representative(s) present and participating in the required site visit will be given the opportunity to ask questions to the park personnel. Although answer will be provided as a courtesy to all Prospective Contractors in attendance, no oral responses provided by any ADPHT personnel to any question posed at the required site visit will become part of a resulting contract unless the oral response is reduced to writing and attached as an addendum to this solicitation.
- G. The State Park location is:

Crater of Diamonds State Park
209 State Park Road
Murfreesboro, AR 71958
501.285.3113

1.9 PRICING

- A. The Prospective Contractor **shall** base the price for this IFB on all requirements specified in this document including but not limited to materials, project management, travel expenses, site supervisor, general conditions of the proposal and any other expense related to the requirements in this IFB.
- B. Under Items on the *Official Solicitation Price Sheet* attached with the solicitation documents, the Contractor **shall** fill out the Brand listed in column F.
- C. Under Items on the *Official Solicitation Price Sheet* attached with the solicitation documents, the Contractor **shall** enter the Unit Price in column H for each item listed (items a through z). Once the price is entered, the spreadsheet will automatically auto-populate the estimated weekly cost.
- D. Under Services on the *Official Solicitation Price Sheet* attached with the solicitation documents, the Contractor **shall** enter the weekly cost in column E. The spreadsheet will automatically auto-populate the estimated yearly cost.
- E. Under Services on the *Official Solicitation Price Sheet* attached with the solicitation documents, the Contractor **shall** list any surcharges that will be charged as a result of the services requested in this IFB.

- F. All costs **must** be entered without tax. Tax, if applicable, will be added to a resulting purchase order to the awarded Contractor.

1.9 INSURANCE

- A. The Prospective Contractor **shall** provide a Certificate of Insurance for the following:

- 1. General Contractor's Liability
- 2. Proof of vehicle insurance
- 3. Worker's Compensation Certificate of Insurance
 - a. Should the Prospective Contractor have too few employees to carry Worker's Compensation insurance, then he **shall** provide a statement on his company letterhead that his company does not qualify for Worker's Compensation because of having too few employees.
- 4. The Prospective Contractor **shall** list the Agency's name and address as the certificate holder.

1.10 BRAND NAMES OR MANUFACTURER MODEL NUMBERS

- A. Any brand name or manufacturer's reference used in the solicitation document is descriptive only, not restrictive, and used to indicate the type and quality desired.
- B. Bids on brands of like nature and quality will be considered.
- C. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product(s) being offered.
- D. The Department reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Department may require the bidder to supply additional descriptive material.
- E. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this solicitation document.
- F. If the Prospective Contractor takes no exception to specifications or reference data in this solicitation, the Prospective Contractor **shall** furnish the product according to brand names, model numbers, and all other items specified in this solicitation.

1.11 GUARANTY

- A. All items bid shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation.
- B. Units bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications, except where these specifications require substitution in lieu of manufacturer's standard.
- C. The successful contractor must supply one (1) set of service, parts, and operating manuals, if applicable.

- D. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished.
- E. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed.
- F. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration.
- G. The bidder's obligations under this section shall survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

1.12 DISCOVERY OF HIDDEN DAMAGE

- A. Any discovered damage or additional repair needed must be reported to the park superintendent in writing.
- B. The park superintendent will submit the information to the ADPHT Central Office buyer prior to any repair work being performed, for approval and adjustment of the purchase order.
- C. The bidder may submit a quote for additional repair. Information regarding the repair should include an itemized list that includes all labor, materials, and any additional costs required to complete the repair.

1.13 ACCEPTANCE STANDARDS

- A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.
- B. The State shall have the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. Bid must include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.

1.14 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages. See Specification Section 01 40 00 Quality Requirements.
- B. The Department may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. The *Performance Standards* identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The Department has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the Department determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable and mutually agreed upon.

- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** be considered a breach of any contract that gets awarded hereunder. The Department may pursue any remedies it has at law, equity, and/or under such contract including, without limitation, termination or cancellation of contract and/or the imposition of liquidated damages.
- G. In the event a Performance Standard is not met, the Contractor may be allowed to defend or cure the insufficiency. The Department has sole and final determination of the acceptability of any cure.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

2.1 ISSUING AGENCY

The ADPHT buyer listed on page 1 of this IFB is the sole point of contact regarding the IFB throughout the solicitation process.

2.2 TYPE OF CONTRACT

A. As a result of this IFB, ADPHT intends to award a contract to a single Contractor.

B. The anticipated starting date for any resulting contract is upon award, except that the actual contract start date may be adjusted unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.

C. The initial term of a resulting contract will be for one (1) year.

2.3 CONTRACTOR SELECTION

Award will be made to the lowest-bidding, responsible Prospective Contractor on an all or none basis.

2.4 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted electronically, in PDF format, to adpht.procurement@arkansas.gov. The Prospective Contractor **shall** provide in the subject line the bid number and "Response." Should the Prospective Contractor omit adding the bid number and "Response" to the subject line, the bid will be rejected.

a. *Signed Bid Signature Page.* (See *Bid Response Packet*.)

i. A signed Bid Signature Page included in the *Bid Response Packet*. The signature **must** be that of a person authorized to contractually bind the Prospective Contractor.

ii. *Bid Response Packet*, which **must** be in the English language.

b. The *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents and attached in the email with the *Bid Response Packet*.

2. The following items should be submitted electronically, in PDF format, with the *Bid Response Packet*. Should the Prospective Contractor omit any of the items listed below, upon notification by the ADPHT buyer, the Prospective Contractor **shall** submit these supporting documents to adpht.procurement@arkansas.gov with the subject line noting the bid number and "Supporting Contract Documents."

a. *EO 98-04 Disclosure Form.*

b. Copy of Prospective Contractor's *Equal Opportunity Policy*, if applicable.

c. *Voluntary Product Accessibility Template (VPAT)*, if applicable.

- d. *Proposed Subcontractors Form.*
- 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **shall** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Specifications Section(s) of this IFB.

SECTION 3 – TERMS AND CONDITIONS

Prime Contractor Responsibility. A single Prospective Contractor must be identified as the prime contractor. The prime contractor shall be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for performance thereof.

Award Process – Negotiations (IFB). (1) If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State. (2) If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time as the State decides not to move forward with an award.

Award Process – Anticipation to Award (IFB). (1) Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website under Other Procurement Units. (2) Anticipated awards will generally be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are only anticipated awards and are subject to protest. (3) It is the responsibility of Prospective Contractors to check the OSP website under Other Procurement Units for the posting of Anticipation to Award.

Award Process – Issuance of Contract (IFB). Any resultant contract of a *Solicitation* is subject to State review and approval processes, which may include Legislative review, prior to award.

Award Process – Negotiations (RFP). (1) If the State so chooses, it may conduct discussions for the purposes of negotiation or clarification. (2) Negotiation is optional and conducted at the sole discretion of the State. (3) Negotiation may be conducted contemporaneously with all responsible offerors determined to be reasonably susceptible to being selected for award or in serial fashion beginning with the highest-ranked Prospective Contractor and proceeding to the next highest-ranked Prospective Contractor. The negotiation process may be repeated until the State awards a contract, gives notice of anticipated award, or until the State decides to conclude negotiations. (4) The State may elect to request best and final offers.

Award Process – Anticipation to Award (RFP). (1) Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website under Other Procurement Units. (2) Anticipated awards will generally be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are only anticipated awards and are subject to protest. (3) It is the responsibility of Prospective Contractors to check the OSP website under Other Procurement Units for the posting of Anticipation to Award.

Award Process – Issuance of Contract (RFP). Any resultant contract of a *Solicitation* is subject to State review and approval processes, which may include Legislative review, prior to award.

Pricing. (1) Prospective Contractors shall include all pricing as requested in the solicitation, which may include filling out an *Official Solicitation Price Sheet* attached to the solicitation posting. If any cost is not identified by the successful Contractor but is subsequently incurred in order to perform its contractual obligations, the Contractor shall bear this additional cost. (2) If the *Official Solicitation Price Sheet* does not allow for accurate pricing, please notify the buyer at least seventy-two (72) hours prior to the solicitation submission deadline. (3) Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. (4) Prices shall be firm offers and shall not be subject to escalation unless otherwise specified in the *Solicitation*. (5) "Discount from list" bids or proposals are not acceptable unless requested in the *Solicitation*. (6) Do not include State or local taxes in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the *Solicitation*. (7) DO NOT submit any ancillary information not related to actual pricing on or with bid or proposal response.

Independent Price Determination. (1) By submission of a bid or proposal, the Prospective Contractor represents and warrants that the prices in the bid or proposal have been arrived at independently, without any collusion with another competing Prospective Contractor. (2) Collusion violates Arkansas Procurement Law. Not only can it lead to suspension or debarment, but it can also be referred to the Attorney General's office for investigation and appropriate legal action.

Past Performance. In accordance with the provisions of Arkansas Procurement Law, specifically TSS OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective

Contractor is “responsible.” Bids or proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

Proprietary, Confidential, and Exempt Information. (1) Submission documents pertaining to the *Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA). (2) In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding and sealed proposal process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets, personally identifiable information, and other information exempt from public disclosure pursuant to FOIA. (3) Under no circumstances will pricing information submitted in response to an invitation for sealed bids or request for sealed proposals be designated as confidential after the sealed bids or sealed proposals have been opened. (4) Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid or proposal. By so redacting any information contained in the bid or proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA. (5) If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit a complete copy of the submission documents from which any proprietary, confidential, or exempt information has been redacted within their bid or proposal response. Except for the redacted information, the redacted copy must be identical to the non-redacted bid or proposal response, reflecting the same pagination and showing the space from which information was redacted. (6) The Prospective Contractor is responsible for identifying all proprietary, confidential, and exempt information and for ensuring it is protected against restoration of redacted data. (7) The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record. (8) The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor’s confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

Caution to Prospective Contractors. (1) Prior to any contract award, address all communication concerning the *Solicitation* through the buyer listed on page one (1) of the solicitation document. (2) Do not alter any language in any solicitation document provided by the State. (3) Do not alter any pricing documents provided as part of any solicitation document provided by the State. (4) As requested, provide clarification regarding Prospective Contractor’s bid or proposal response. (5) Qualifications and proposed services must meet or exceed the required specifications as set forth in the *Solicitation*. (6) Prospective Contractors may submit multiple bids or proposals.

Quantities. Quantities stated in a *Solicitation* for term contracts are estimates only and are not guaranteed. Contractor must bid or propose unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the State.

Guaranty. All items bid or proposed shall be newly manufactured and merchantable, unless otherwise expressly indicated in the *Solicitation*. By submitting a bid or proposal, the Prospective Contractor implicitly represents and warrants that any goods it sells to the Department under a resulting contract shall be merchantable.

Samples. Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the Prospective Contractor’s name and address, bid/proposal or contract number, and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Prospective Contractor’s expense. After reasonable examinations, all demonstrators will be returned at Prospective Contractor’s expense. Tests may be performed on samples or demonstrators submitted with the bid/proposal or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost to the testing shall be borne by the Contractor.

Brand Name References. Unless otherwise specified in the *Solicitation*, any catalog brand name or manufacturer reference used in the *Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids or proposals on brands of like, nature, and quality will be considered. If bidding or proposing on other than referenced specifications, the bid or proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer’s illustrations and complete descriptions of the product offered. The State shall have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Prospective Contractor to supply additional descriptive material. The Prospective Contractor shall guarantee that the product offered will meet or exceed specifications identified in the *Solicitation*. Prospective Contractors not bidding

or proposing an alternate to the referenced brand name or manufacturer shall be required to furnish the product according to brand names, numbers, etc. as specified in the solicitation.

Amendments. Prospective Contractor's bids or proposals cannot be altered or amended after the bid or proposal opening except as permitted by law or rule.

Addendums. (1) Only an addendum written and authorized by the State will modify the *Solicitation*. (2) An addendum posted within three (3) calendar days prior to the bid or proposal opening may extend the bid or proposal opening and may or may not include changes to the *Solicitation*. (3) The Prospective Contractor is expected to check the OSP website under Other Procurement Units for any and all addenda up to bid or proposal opening.

P-Card Acceptance. (1) Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. (2) Price changes or additional fee(s) must not be levied against the Stat when accepting the p-card as a form of payment. (3) VISA is not the exclusive method of payment.

Minority and Women-Owned Business Policy. (1) A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of Arkansas who is: African American, American Indian, Asian American, Hispanic American, Pacific Islander American, a Service-Disabled Veteran as designated by the United State Department of Veteran Affairs. (2) A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State. (3) The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page or Proposal Signature Page*.

Equal Opportunity Policy. (1) In compliance with Arkansas Code Annotated § 19-11-105, the State must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award. (2) *EO Policies* should be included with the bid or proposal response. (3) Prospective Contractors who are not required by law to have an *EO Policy* must submit a written statement to that effect.

Prohibition of Employment of Illegal Immigrants. (1) Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services shall certify that they do not employ or contract with illegal immigrants. (2) By signing and submitting a response to a *Solicitation*, Prospective Contractors agree and certify that they do not employ or contract with illegal immigrants. If selected for award, the Prospective Contractor certifies that they shall not employ or contract with illegal immigrants during the aggregate term of the contract.

Restriction of Boycott of Israel. (1) Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel. (2) This provision does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business. (3) By checking the designated box on the Bid Signature Page or Proposal Signature Page of the response packet, the Prospective Contractor agrees and certifies that Prospective Contractor does not and shall not boycott Israel for the duration of the contract.

Prohibition of Public Entities from Contracting with Companies that Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. Pursuant to Arkansas Code Annotated § 25-1-1001, Contractor(s) providing services shall certify that they do not and will not engage in a boycott of energy, fossil fuel, firearms, or ammunition industries and shall not boycott those industries for the aggregate term of the contract.

Discrimination. In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, a Contractor agrees that: (a) the Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations and advertisements for employees, the Contractor shall state that all qualified applicants shall receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated, or suspended in whole or in part; (e) the Contractor shall include the provisions of above items (a) through (d) in every subcontract so that such provisions shall be binding upon such subcontractor or Contractor.

Contingent Fee. By submitting a bid or proposal, the Prospective Contractor represents and warrants that the Prospective Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.

Compliance with State Shared Technical Architecture Program. The Prospective Contractor's solution must comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.transform.ar.gov/information-systems/policies-standards/> and <https://www.transform.ar.gov/information-systems/policies-standards/standards>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Work sequence.
- D. Owner occupancy.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes the removal and replacement of pool equipment for Crater of Diamonds State Park – Pool Equipment Renovation. The intent of the Project is to provide new pumps, piping, strainers and required accessories inside the pump room. The extent of work will be in the Pump house Building. We will need to repair all damage concrete, and patch all leaks as required. Repair any rafter as required by sistering boards on sides of damaged rafters.
- B. Perform Work of the Contract under a stipulated sum contract with the Owner in accordance with the Conditions of Contract.
- C. The pool has a volume of 59,570 gallons. It is 4,166 square feet, with a depth change from 0" to 3'-1".

1.3 CONTRACTOR'S USE OF SITE [AND PREMISES]

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of site and premises by the public.
- B. Access to Site: Access from Arkansas Highway 301 into park.
- C. Construction Operations: Limited to the immediate project area.
- D. Utility Outages and Shutdown: coordinate with park superintendent.

1.4 WORK SEQUENCE

- A. Construct Work in stages during the construction period, coordinate construction schedule and operations with Owner:
 - 1. Stage 1: Demolish specified items shown in the documents.
 - 2. Stage 2: Prepare structure for retrofit and construct new foundation as required.
 - 3. Stage 3: Install equipment and secure to existing structure.
 - 4. Stage 4: Construct specified improvements.

1.5 OWNER OCCUPANCY

- A. The Owner will occupy the site during the entire period of construction for the conduct of normal operations.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

END OF SECTION

**SECTION 01 25 00
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes Substitution Bid and Submittal Process.

1.2 SUBSTITUTION REQUIREMENTS

- A. When material, article, or method is specified using name of proprietary product manufacturer, vendor, or method followed by phrase "or equal," specific item mentioned establishes basis upon which bids are to be prepared.
 - 1. Other manufacturers' materials, articles, and methods not named will be considered as substitutions provided required information is submitted on "FORM FOR SUBSTITUTIONS FOR SPECIFIED ITEMS" and will not require substantial revisions of Contract Documents.
 - 2. This applies to specific construction methods when required by Contract Documents.
- B. Whenever material, article, or method is specified or described without phrase "or equal," no substitutions will be allowed.
- C. Cost for redesigns due to substituted items are responsibility of Contractor.
- D. Bidder represents the following in making their request for substitution(s).
 - 1. Has personally investigated proposed product or method and determined it is equal in all respects to that specified.
 - 2. Will furnish same guarantee for substitution as for product or method specified.
 - 3. Will coordinate installation of accepted substitution into Work, making design and construction changes to complete Work in all respects following Contract requirements without additional cost to the Commission.
- E. Request for substitutions received after bids are open will not be considered except as stated herein.

1.3 SUBMITTAL OF DATA FOR PROPOSED SUBSTITUTIONS

- A. In order for substitutions that do not change design intent to be considered, submit no later than 30 days after date of Notice to Proceed, 3 copies of complete data set forth herein to permit complete analysis of proposed substitutions listed on submitted "FORM FOR SUBSTITUTIONS FOR SPECIFIED ITEMS"
 - 1. For Products.
 - a. Identification including manufacturer's name and address.
 - b. Manufacturer's literature, including but not necessarily limited to:

- 1) Product description, performance, and test data.
 - 2) Reference standards.
- c. Samples where appropriate.
- d. Name and address of similar projects on which product was used and dates of installation with contact name and telephone number.
2. For Construction Methods.
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - c. Name and address of similar projects on which method was used and dates of use with contact name and telephone number.
3. Comparison of proposed substitution with product or method specified.
4. Data relating to impact on construction schedule by proposed substitution.
5. Impact on other contracts.

1.4 SUBSTITUTIONS RECEIVED AFTER BID OPENING

- A. No request for substitutions submitted after Bid Opening will be considered unless following evidence is submitted to Engineer.
 1. Specified material or method is unavailable, due to cause(s) stated in General Conditions, Article 15.5.1.
 - a. Submit data to permit complete analysis of the proposed substitution.

1.5 APPROVAL OF SUBSTITUTION

- A. Engineer's decision regarding evaluation of substitutions will be final and binding.
- B. Request for time extensions and additional costs based on submission, acceptance, or rejection of substitutions will be evaluated following Contract Documents.
- C. All approved substitutions will be incorporated into Contract by Change Order.

PART 2 MEASUREMENT AND PAYMENT

- 2.1 Providing for and complying with requirements in this Section will not be measured for payment, but cost will be considered incidental to Contract.

END OF SECTION

**SECTION 01 33 00
SUBMITTAL PROCEDURES**

PART 1 GENERAL

1.1 SUMMARY

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit a computer generated horizontal bar with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Revisions to Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00.
- B. Submit the number of copies which the Contractor requires, plus two copies, which will be retained by the Architect.

- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Architect.

1.7 SAMPLES

- A. Samples: Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Architect for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect selection.
 - 3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.
- C. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit the number of samples specified in individual specification sections; one of which will be retained by Architect.
- F. Reviewed samples, which may be used in the Work, are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in the specification section.

1.8 DESIGN DATA

- A. Submit for the Architect's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.

1.9 TEST REPORTS

- A. Submit for the Architect's knowledge as contract administrator or for the Owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.

1.10 CERTIFICATES

- A. Specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Architect's benefit as contract administrator or for the Owner.
- B. Submit report in duplicate within 30 days of observation to Architect for information.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.

1.13 ERECTION DRAWINGS

- A. Submit drawings for the Architect's benefit as contract administrator or for the Owner.

- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect or Owner.

END OF SECTION

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contractor's quality-assurance and quality-control procedures, except for Owner's structural tests and special inspections as required in Section 014533 (01410) - Special Inspections.
- B. References and standards.
- C. Quality assurance submittals.
- D. Mock-ups.
- E. Control of installation.
- F. Tolerances.
- G. Inspection services.
- H. Manufacturers' field services.

1.2 REFERENCE STANDARDS

- A. ASTM C 1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.
- B. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2009.
- C. ASTM C 1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2009.
- D. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2008.
- E. ASTM E 329 - Standard Specification for Agencies Engaged Construction Inspection and/or Testing; 2009.
- F. ASTM E 543 - Standard Specification for Agencies Performing Nondestructive Testing; 2009.

1.3 SUBMITTALS

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Design Data: Submit for Architect Engineer's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.

- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect Engineer and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Architect Engineer, provide interpretation of results.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect Engineer, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect Engineer.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect Engineer's benefit as contract administrator or for Owner.
- G. Submit report in duplicate within 30 days of observation to Architect Engineer for information.
- H. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.4 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.

- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect Engineer before proceeding.
- F. Neither the contractual relationships, duties, nor responsibilities of the parties in Contract nor those of Architect Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 TESTING AND INSPECTION AGENCIES

- A. Contractor shall employ and pay for services of an independent testing agency to perform specified testing and inspection.
- B. Exception: Structural tests and structural and other special inspections as required in Section 014533 (01410)
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in
- D. Contractor Employed Agency:
 1. Testing agency: Comply with requirements of ASTM E 329, ASTM E 543, ASTM C 1021, ASTM C 1077, and ASTM C 1093.
 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 3. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect Engineer before proceeding.
- D. D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect Engineer and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect Engineer and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by Architect Engineer.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:

1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect Engineer and laboratory 48 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect Engineer.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect Engineer. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Sum.

3.5 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect Engineer 30 days in advance of required observations.
 1. Observer subject to approval of Architect Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.6 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.

- B. If, in the opinion of Architect Engineer, it is not practical to remove and replace the Work, Architect Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

**SECTION 02 40 00
DEMOLITION**

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes all machinery, labor and materials necessary for the demolition and removal from the site, including, but not limited to the following items where shown on the plans and where necessary for the completion of the new work:
 - 1. Existing building components such as concrete where shown.
 - 2. Electrical wiring and conduits where necessary.
 - 3. Water and sewer piping where necessary.
- B. Provide labor, materials and equipment as indicated on the Drawings, specified herein and required for preparing, moving and relocating.

1.2 REGULATORY AGENCIES

- A. Obtain proper permits from the local building department(s) having jurisdiction over the subject removal/demolition.
- B. Obtain certificates of severance of utility services as may be required.
- C. Obtain proper permits for the transport and disposal of all debris.

1.3 PROTECTION

- A. Protect surrounding and remaining portions of the property from damage. Provide and install temporary measures necessary as required to protect the adjacent portions of the project site at all times and to provide safety to all personnel. Comply with reasonable requests by the Owner and Architect.

1.4 MAINTAINING TRAFFIC

- A. Ensure minimum interference with the park operation.
- B. Do not close or obstruct streets, sidewalks, or passageways without first consulting with the park superintendent. Do not cause such closure or obstruction over the park's reasonable objection.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Wall bracing: 2"X4" timbers.

PART 3 EXECUTION

3.1 DEMOLITION

- A. Verify items to be salvaged for the Owner and establish an on-site location for storage.
- B. Remove designated items in accordance with the procedures submitted and approved by the Architect.
- C. Refer to the Drawings for items to be totally or partially demolished or removed. All demolished/removed items not scheduled for salvage shall be removed from the project site on a daily basis.
- D. Do not store or burn materials on site. All damage to adjacent construction shall be repaired and/or restored to their previous condition at no additional cost to the Owner.
- E. Demolition shall be performed in such a manner to allow the remaining portion of the work to receive the designated construction/finishes, etc., without any additional alterations required to be performed by the separate trades.

3.2 PREPARATION

- A. Supply and install all bracing and shoring necessary to prevent the structure from racking and twisting.

END OF SECTION

**SECTION 22 05 10
BASIC PLUMBING REQUIREMENTS**

PART 1 GENERAL

1.1 PROJECT MANAGEMENT

- A. Drawings are diagrammatic, all offsets, fitting, valves and accessories are not shown. Refer to all drawings in the contract documents and plan work accordingly. Coordinate with all trades and crafts.
- B. In case of interference between trades, Architect Engineer will decide which work is to take precedence regardless of work that might be installed.

1.2 CODES, ORDINANCES, INSPECTIONS, AND PERMITS

- A. Execute and inspect Work in accordance with local and state codes, laws, ordinances, rules and regulations applicable to particular class of Work.
- B. Should any part of Drawings or specifications be found to be in conflict with applicable codes or ordinances, notify the Architect Engineer, in writing, 72 hours prior to receiving of bids. After the receiving of bids, any discovery of code violations shall be promptly reported to the Architect Engineer. Any work performed knowingly in violation of codes shall be corrected without additional expense to the Owner or his representative.
- C. All plumbing work shall comply with latest local codes and the the State of Arkansas plumbing code.
- D. Arrange with County, City, or State, if City has no ordinances covering work, for complete inspection, paying all charges pertaining thereto. Give proper authority all requisite notice relating to work under such; afford Architect Engineer and all authorized inspectors every facility for inspection and be responsible for all violations of law. Upon completion of Work, have Work inspected, if required, obtaining certificate of inspection and approval from inspecting agency and deliver such certificate to Architect Engineer. Comply with Division 01 (01).

1.3 COORDINATION

- A. Conduct multi-trade coordination and preinstallation meetings to establish bottom elevations of all piping, ductwork and conduit before fabrication and installation. Comply with Division 01 (01).
- B. All equipment shall be installed in accordance with the manufacturer's recommendations. It is the contractor's responsibility to follow all installation requirements and guidelines provided in the manufacture's installation manual. If there is a conflict with regards to installation, the contractor shall stop work and notify the design Architect Engineer representative.

1.4 SUBMITTALS

- A. Comply with Division 01 (01).
- B. Product Data: Include rated capacities, operating characteristics, furnished specialties, and accessories for plumbing fixtures, plumbing specialties, plumbing equipment, and others as may be requested.
- C. Shop Drawings: Miscellaneous steel for pipe support, duct support, pipe guides, anchors, and miscellaneous steel used for supporting any mechanical equipment.

1.5 SUBSTITUTIONS

- A. Comply with Division 01 (01).
- B. Any proposed substitutions of equipment shall be accompanied by shop drawings showing revised equipment layouts, piping diagrams, ductwork drawings and/or wiring diagrams. Where substituted equipment furnished requires use of larger, more, or differently arranged connections, such connections shall be installed to the complete satisfaction of Architect Engineer without additional cost to Owner.
- C. Should a substitution be accepted and subsequently proven unsatisfactory for the service intended within the warranty period, the Contractor shall replace this material or equipment with that as originally specified, or corrected as directed by Architect Engineer.

1.6 CLEAN UP

- A. Comply with Division 01 (01).
- B. Do not allow waste material or rubbish to accumulate in or about job site.
- C. Any discoloration or other damage to parts of building, its finish or furnishings due to failure to properly clean or keep clean mechanical systems shall be repaired without cost to Owner.

1.7 EQUIPMENT START-UP AND SYSTEM COORDINATION

- A. Comply with Division 01 (01).
- B. The Contractor shall be responsible for placing all equipment and system components into operation. Individual components shall be coordinated with other parts of Mechanical, Plumbing and/or Fire Protection Systems to ensure that the entire project functions as designed and described by the contract documents.

1.8 CUTTING AND PATCHING

- A. Comply with Section 011700 (01700) - Execution and Closeout Requirements.

- B. Provide all cutting and patching required to perform the mechanical work, when alteration, repair, renovation, or addition, to existing construction.

1.9 DEMOLITION

- A. Comply with Section 024100 (02225) - Demolition.
- B. Alterations and Minor Demolition: Comply with Section 011700 (01700) - Execution and Closeout Requirements.

1.10 RECORD DOCUMENTS

- A. Comply with Division 01 (01).

1.11 OPERATION INSTRUCTIONS

- A. Comply with Division 01 (01).
- B. Printed instructions, installed in a suitable frame with a glass front, covering the operation and maintenance of each major item of equipment, shall be posted at locations designated by the Architect Engineer. Provide 2 bound manuals containing complete repair parts lists, and operating service and maintenance instructions for all equipment provided.

1.12 INSTRUCTION

- A. Comply with Section 017900 (01820) - Demonstration and Training.

1.13 FLASHINGS

- A. Refer to Division 07 (07) for roof flashings.

1.14 ACCESS PANELS

- A. Comply with Section 083100 (08310) - Access Doors.
- B. Provide access panels as necessary for servicing of fire dampers, smoke dampers, valves, VAV terminals and any other equipment in concealed spaces.

1.15 PAINT EXTERIOR PIPING

- A. All exterior steel piping shall be painted using a metal primer coat, second coat of enamel, top coat of enamel and a finish coat of gloss.

- B. Natural gas piping shall be painted yellow.

1.16 LOCAL SITE CONDITIONS

- A. Before bidding, make complete investigation at site in order to be informed as to location of utilities and as to conditions under which work is to be performed. Utility locations shown were obtained from surveys and/or local utility companies and are not to be assumed as being accurate.
- B. Make determination of soil conditions before bidding. These specifications and accompanying drawings in no way imply as to condition of soil to be encountered.

1.17 GUARANTY-WARRANTY

- A. This guarantee shall include capacity and integrated performance of component parts of various systems in strict accord with the true intent and purpose of these specifications. Conduct such tests as herein specified or as may be required by the Architect Engineer to demonstrate capacity and performance ability of various systems to maintain specified conditions.
- B. All materials and equipment shall be new and unused and shall carry a full year's warranty from time Owner accepts building or the date of substantial completion, whichever is earlier, regardless of start-up date of equipment, unless a longer warranty period is specified under other sections.

1.18 EQUIPMENT CONNECTIONS

- A. Each equipment item with drain connections, shall be provided with a properly-sized drain run to the nearest floor drain or as directed.
- B. Rough-in and make final connection to all equipment requiring same, furnished under other Divisions of these specifications or by the Owner.
 - 1. Provide necessary labor and materials, including stop valves, traps, pressure-reducing valves, etc. necessary. Trap and vent drainage connections as required.
 - 2. If equipment or fixtures to be furnished by Owner and/or Owner's vendor are not delivered prior to final acceptance, services shall be capped or plugged at walls or floor as directed, ready for future connection.
- C. No equipment or fixture shall be "roughed-in" until proper rough-in drawings are in the hands of the trade doing the work.

1.19 ELECTRICAL

- A. Furnish and install all electrical interlock, control and other wiring, not covered specifically under the electrical plans and specifications, for proper operation and control of all equipment specified under this Division of the specifications.

- B. Provide variable frequency drive controllers on all HVAC fan and pump motors that are three phase powered regardless if they serve a constant flow or variable flow system.
- C. Supervise and coordinate all electrical work in connection with mechanical system.

1.20 MOTOR CONTROLLERS

- A. Furnish all motor controllers or contactors, not furnished as part of a motor control center, for proper operation of all motors.
- B. Where motor controllers or contactors are furnished as part of a motor control center, provide a schedule of every motor or equipment item furnished, its voltage requirements, type controller required, accessories required and interlocks. This schedule shall be submitted within 45 days of Notice to Proceed to Architect Engineer and supplier of motor control center for approval.
- C. Provide magnetic starters and with overload protection for single phase motors larger than ½ horsepower and all 3 phase motors. Starters for 3-phase motors shall have 3-pole overload protection. All starters shall have pilot lights. Starters being controlled by other devices shall have "hand"-"off"-"auto" switches. Starters being controlled locally shall have push button stations mounted on starter or remote. Provide auxiliary contacts as required. Provide manual starter with overload on all motors 1/2 HP or less that are not inherently protected, and if required for remote control, a magnetic contactor.
- D. All starters and switches shall be in a proper NEMA enclosure and shall be identified with engraved laminated plastic label.

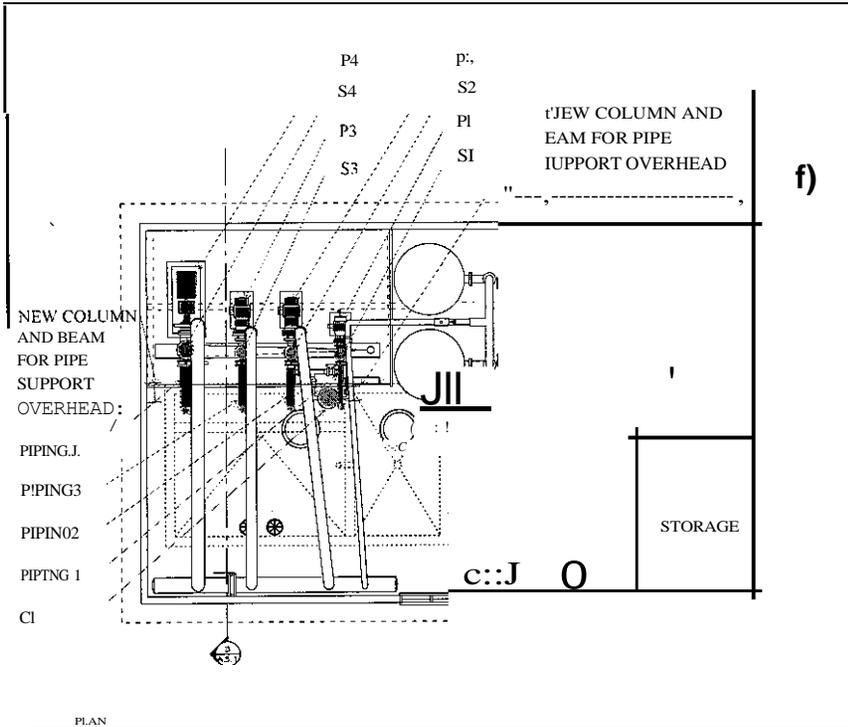
1.21 EXCAVATION, TRENCHING, AND BACKFILLING

- A. All excavation, trenching and backfilling in connection with the mechanical system, to a point 5'0" outside the building, is included as part of this Division.
- B. All excavation required shall be done as part of the bid price regardless of any implied conditions on the plans or in these specifications.
- C. Excavation to have 12 inch minimum and 24 inch maximum clearance on all sides. Do not carry excavation below required level unless indicated otherwise on the drawings. Excess excavation below required level shall be backfilled at no expense to Owner with earth, sand, gravel or concrete, as directed by Architect Engineer and thoroughly compacted. Remove any unstable soil and replace with gravel, crushed stone or clean sand and thoroughly compact. Architect Engineer will determine the depth of removal of any unstable soil encountered. Grade ground adjacent to excavations to prevent water running in. Remove, by pumping or other means any water accumulated in excavation.
- D. Banks of trenches shall be vertical or as shown on the drawings. Width of trench to be 5 inches minimum, 8 inches maximum on each side of pipe bell. Bottom of trench for sewers and culverts shall be rounded so that an arc of circumference equal to 0.6 of outside diameter or pipe rests on undisturbed soil wherever practicable. Excavate bell

holes accurately to size by hand. In rock, excavations shall be carried 8 inches below bottom of pipe. Use loose earth or gravel for backfill and tamp thoroughly.

- E. Bracing, sheathing and shoring shall be performed as necessary to complete and protect excavations indicated on the drawings, as required for safety, as directed by Architect Engineer, or to conform to governing laws.
- F. After piping, conduit, ducts, etc. have been installed, inspected, tested and approved by governing agency, backfill trenches with clean, stable soil free from stones. Place backfill in 4 inch layers, tamped under and around pipe and conduit to height of at least 2'0" above pipe. Tamping shall be done in such manner as not to disturb underlying work. Remainder of trenches and excavations shall be backfilled with clean, stable earth, deposited in 8 inch layers and brought up to rough grade, with each layer compacted to density of surrounding soil. Remove sheathing and shoring as backfill is placed and fill space with dry sand. Compaction tests in accordance with Division 31 (02) may be required by the Architect Engineer, with the costs paid by the Contractor.
- G. Replace existing appurtenances removed or damaged in connection with work, and restore to original conditions, unless otherwise directed.

END OF SECTION



| EQUIPMENT LIST | | | | | | |
|--|---------------|----------|----------|-------------------|-----------------|-----|
| PUMP | | | | | | |
| KEYNOTE# | SIZE | TYPE | HP | IFLOW | POWER | TDH |
| P1 | 5X-1X& | TEFC | | 7.5 1750 RPM | 3 PHASE | |
| P2 | 1.5X5X10 | TEFC | | 20 1750 RPM | 3 PHASE | |
| P3 | 1.5X5X10 | TEFC | | 20 1750 RPM | 3 PHASE | |
| NH | 8X5X10 | TEFC | | 25 1750 RPM | 3 PHASE | |
| STRAINER | | | | | | |
| KEYNOTE# | MANUFACTURE | ODEL | SIZE | MATERIAL | | |
| S1 | UNITED INDUST | #P31H0/2 | 5" X-1" | ECCENTRIC PVC/FRP | | |
| S2 | UNITED INDUST | #P011ng3 | K"X6" | ECCENTRIC PVC/FRP | | |
| S3 | UNITED INDUST | #PJO10nd | - X 1" | ECCENTRIC PVC/FRP | | |
| S4 | UNITED INDUST | spJU1112 | 1" X 1" | ECCENTRIC PVC/FRP | | |
| NOTE ALL STRAINERS TO BE STAINLESS STEEL AND COME WITH 316 SS BASKET | | | | | | |
| CHLORINATOR | | | | | | |
| KEYNOTE# | MANUFACTURER | | | | | |
| IC1 | ACCLITAB 1130 | | | | | |
| EITHER EQUIPMENT SYSTEM (ACID RITE 4511 FOR PH ADJUSTMENT) | | | | | | |
| CHEMICAL CONTROLLER | | | | | | |
| KEYNOTE# | MANUFACTURE | PH | TORP | | | |
| CC | IBECYS3 | REQUIRE | REQUIRED | | | |
| GFSIGNET 2551 MAGMETER WITH 4-2H MA OUTPUT | | | | | | |
| PRESSURE GAUGES | | | | | | |
| KEYNOTE # | MANUFACTURE | ODEL | | | | |
| CC | ASHCROFT | 8<118S | SERIES+ | 1304 | STAINLESS STEEL | |
| PG 2 | ASHCROFT | SONSS | SERIES+ | 311 | STAINLESS STEEL | |
| REPLACE ALL PRESSURES GAUGES WITH GLYCERINE FILLED GAUGES | | | | | | |
| EXHAUST FAN | | | | | | |
| KEYNOTE # | MANUFACTURE | CHP | SIZE | MOUNT | | |
| 11 | GRANGER | | 12" | BLADET, 1/ALL | | |

- TDH- APPROVED FILTER FLOW RATE MUST MEET ARKANSAS DEPARTMENT OF HEALTH REQUIREMENTS
- PUMPS MANUFACTURE MUST MEET REQUIREMENTS SET FORTH IN TABLE ALL PUMPS TO HAVE STAINLESS STEEL IMPELLER

PLAN

NOTE:
FINAL PAYMENT WILL BE WITHHELD PENDING ARKANSAS HEALTH DEPARTMENT APPROVAL

REPLACE ALL SUCTION, DISCHARGE, AND CHECK VALVES

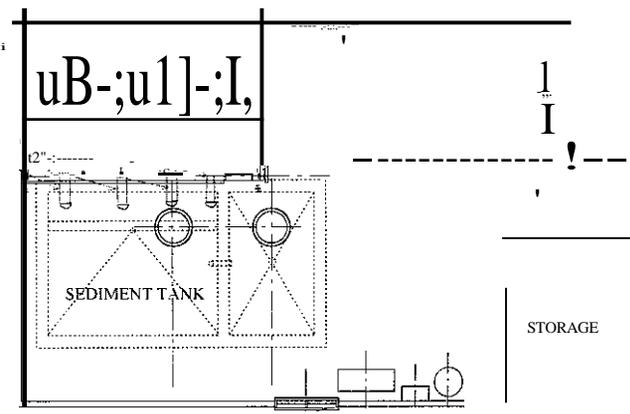
ALL CONNECTING HARDWARE TO BE REPLACED WITH STAINLESS STEEL

EXISTING PIPING IS SCHEDULE 40 ALL NEW PIPING CLASS AND SCHEDULE TO MEET CURRENT CODE.

REWORK CONCRETE PEDESTAL AS REQUIRED TO SUPPORT NEW PUMPS

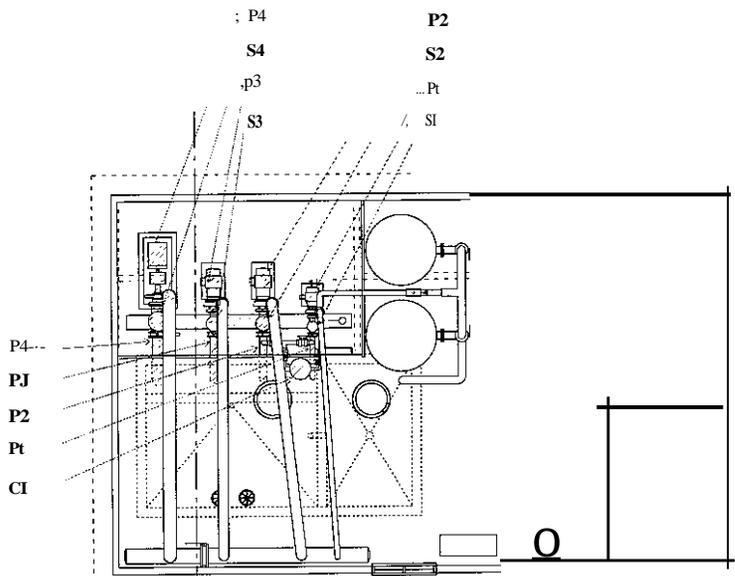
PATCH CONCRETE AROUND PIPING IN WALL AS REQUIRED

INSTALL NEW PIPING WITH WATERSTOP TO PREVENT LEAKS BETWEEN PIPE AND CONCRETE.



- GENERAL NOTE
- CONTRACTOR TO VISIT SITE AND REVIEW ALL CONDITIONS BEFORE CONSTRUCTION.
 - THE CHLORINATOR CAN BE EITHER ACCLITAB OR VERSACHLOR
 - INSTALL PRESSURED GAUGES AS REQUIRED
 - INSTALL CHEMICAL CONTROLLER AS REQUIRED.
 - REPLACE PNEUMATIC BACKWASH WITH AN ELECTRIC
 - COORDINATE ALL PIPING TO MATCH EXISTING WHERE APPLICABLE..
 - PROVIDE GASKET FOR ALL THRU WALL PIPING
 - PATCH ALL LEAKS IN CONCRETE AND PIPING AS REQUIRED
 - ALL CMU INSIDE OF PIT TO BE CLEANED AND SEALED TO HEIGHT OF PIT
 - PIT SEALER- BASECRETE OR XPEX

PLAN



KEYNOTES:

- P1 - REMOVE PUMP #1
- P2 - REMOVE PUMP #2
- P3 - REMOVE PUMP #3
- P4 - REMOVE PUMP #4

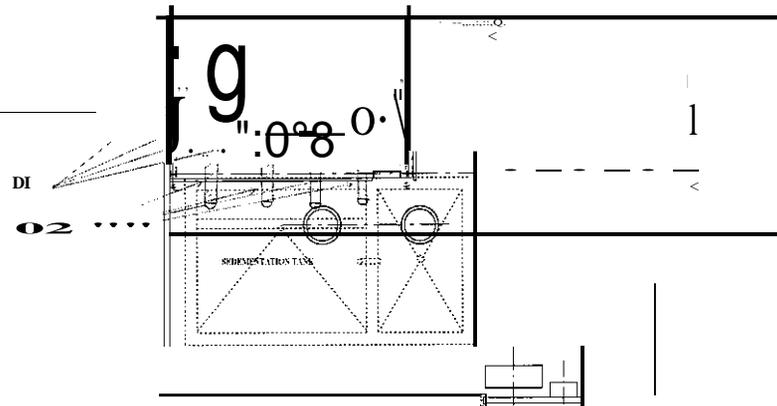
- SJ - REMOVE STRAINER #1
- S2 - REMOVE STRAINER #2
- S3 - REMOVE STRAINER #3
- S4 - REMOVE STRAINER #4

- P1 - REMOVE PIPING #1
- P2 - REMOVE PIPING #2
- P3 - REMOVE PIPING #3
- P4 - REMOVE PIPING #4

CI - REMOVE CHLORINATOR

DI - REWORK CONCRETE PAVED AREA AS REQUIRED

D2 - REMOVE CONCRETE WALL AROUND PIPING AS REQUIRED



GENERAL NOTES
 1. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO DEMOLITION.
 2. ALL EXISTING ITEMS TO REMAIN WILL BE PROTECTED DURING DEMOLITION AND NEW CONSTRUCTION.

