1997 Edition -Electronic Format

AIA Document A101-1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the <u>Seventh</u> day of <u>October</u> in the year of <u>Two Thousand Three</u> (In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

City of Jonesboro
515 West Washington Ave.
P.O. Box 1845

Jonesboro, Arkansas 72403-1845

and the Contractor:

(Name, address and other information)

Bran Stokes, Inc. dba Derrick Barton Tennis Court Construction

4179 Senator Street

Memphis, Tennessee 38118

The Project is: (Name and location)

Allen Park Tennis Courts and Lighting Improvements

3609 Race Street

Jonesboro, Arkansas 72401

The Architect is:

(Name, address and other information)

Matt Silas Architect

202 West Washington Ave.

P.O. Box 1702

Jonesboro, Arkansas 72403

The Owner and Contractor agree as follows.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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1

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

A notice to proceed will be issued for the Date of Commencement.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

- 3.2 The Contract Time shall be measured from the date of commencement.
- **3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows: April 30th, 2004

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

If the construction of the project is not substantially complete by the date specified, the Contractor will be assessed Damages in the amount of One Hundred Fifty dollars (\$150.00) per day until the project is substantially complete.

ARTICLE 4 CONTRACT SUM

- **4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be <u>Five Hundred Fifty-Four Thousand Six Hundred Fifty</u> Dollars (s <u>554,650.00</u>), subject to additions and deductions as provided in the Contract Documents.
- **4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

<u>Lighting Alternate Number Two with modifications as listed on document: "Attachment A - Negotiated Items".</u>

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

- 5.1 PROGRESS PAYMENTS
- **5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- **5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Request for payment submitted by the 30th of each month; payment due to the Contractor by the 15th day of the following month.

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- Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 15 days after the Architect receives the Application for Payment.
- Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its. THIS DOCUMENT HAS IMPORTANT LEGAL accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall CONSEQUENCES. CONSULTATION WITH be used as a basis for reviewing the Contractor's Applications for Payment.
- Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of general conditions unless this document is values, less retainage of <u>Ten</u> percent (<u>10</u>%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
 - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of <u>Ten</u> percent (<u>10</u>%);
 - .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.
- The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:
 - .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled

(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.
- Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

- **5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document THIS DOCUMENT HAS IMPORTANT LEGAL A201-1997, and to satisfy other requirements, if any, which extend beyond final CONSEQUENCES. CONSULTATION WITH payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- **5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

- 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.
- **6.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- **7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is: (Name, address and other information)

Jim McKinnon

515 West Washington Avenue

P.O. Box 1845

Jonesboro, Arkansas 72401-1845

7.4 The Contractor's representative is: (*Name*, address and other information)

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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- 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.
- 7.6 Other provisions:

Mayor Hubert Brodell will sign all contracts and change orders for the City of Jonesboro.

<u>Donna Jackson will attest all contracts and change orders for the City of Jonesboro</u>

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

- The Contract Documents, except for Modifications issued after execution of this DOCUMENT D401. Agreement, are enumerated as follows:
- The Agreement is this executed 1997 edition of the Standard Form of Agreement Conditions of the Contract for Between Owner and Contractor, AIA Document A101-1997.
- The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.
- The Supplementary and other Conditions of the Contract are those contained in the endorsed by The Associated General 8.1.3 Project Manual dated <u>06-26-03</u>, and are as follows:

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA

AIA Document A201-1997, General Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and Contractors of America.

Document	Title	Pages
Section 00800	Supplementary Conditions	2

The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows: Refer to "Table of Contents" in project manual. All sections listed and those revised in Addenda are to be included in this agreement. (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section Title Pages

The Drawings are as follows, and are dated <u>06-26-03</u> unless a different date is shown 8.1.5 below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	Cover Sheet	
1.1	Site Development Plan	
1.2	Site Grading and Drainage Plan	
<u>2.1</u>	Tennis Court Layout	
2.2	Typical Court Layout	
3.1	Structural Layout and Details	
4.1	Site Electrical Power and Lighting Plan	
4.2	Lighting Layout - Alternate One	
4.3	Lighting Layout - Alternate Two	

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8.1.6 The Addenda, if any, are as follows:

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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	08-25-03	4
Addendum 2	09-02-03	5
Addendum 3	09-09-03	3
Addendum 4	09-10-03	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents THIS DOCUMENT HAS IMPORTANT LEGAL unless the bidding requirements are also enumerated in this Article 8.

Other documents, if any, forming part of the Contract Documents are as follows: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201- MODIFICATION. AUTHENTICATION OF 1997 provides that hidding requirements such as advertisement or invitation to hid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Attachment A - Negotiated Items

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified

This document has been approved and endorsed by The Associated General Contractors of America.

Derrick Barton Tennis Court Construction -Mark Bran - President

OR (Signature)

(Printed name and title)





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MATT SILAS ARCHITECT

202 West Washington
P.O. Box 1702
Jonesboro, Arkansas 72403
Tel.(870) 268-0500
Fax. (870) 268-0501

PROJECT: ALLEN PARK TENNIS COURTS AND SIDEWALK IMPROVEMENTS - JONESBORO, ARKANSAS.

PROJECT NUMBER: 021011

OWNER: CITY OF JONESBORO

CONTRACTOR: BRAN STOKES, INC. DBA DERRICK BARTON TENNIS COURT CONSTRUCTION

ARCHITECT: MATT SILAS ARCHITECT

ATTACHMENT "A" - NEGOTIATED ITEMS

ORIGINAL BID AMOUNT \$655,000.00

<u>DEDUCT</u>

Fencing

1. Change fencing as specified in Section 02821 of the project manual and the Addenda from fused to extruded. Approximately 1,684 linear feet of 10-foot extruded black, vinyl fencing will be installed along with (6) 4' x 7' walk-in gates and (2) double gates. Framework will consist of 3 inch terminal posts, 2 ½ inch line posts and 1 5/8 inch top rail with bottom tension wire. All framework will be heavy mil schedule 40.

-\$10,000.00

2. The quantity of fencing as indicated on the drawings will be reduced as indicated on new court layout.

-\$7,800.00

Safety Fence

1. Temporary, orange plastic fencing as specified in Section 01500 of the project manual to be omitted from the contract.

-\$1,040.00

Field Office

1. Field office as specified in Section 01500 of the Project Manual to be omitted from the contract.

-\$1,625.00

Masonry Wall and Steel Gate

1. Masonry wall and steel gate as specified and detailed in Addendum Two shall be omitted. Omit Division 4 - (Masonry) from the project manual.

-\$7,085.00

Drainage Channel and Grate

1. Concrete drainage channel as indicated on drawings, specifications and addenda through the tennis court pad to be omitted.

-\$28,660.00

Bleachers

1. Omit (6) sets of bleachers indicated on drawings which consists of (2) 27'-0" sections and (1) 15'-0" section per set.

-\$18,600.00

Post-Tensioned Slab

1. Post-tensioning as indicated on drawings will be modified so that the post-tensioning only occurs at the courts. The walkway between the courts will not be post-tensioned.

-\$3,727.00

Tennis Court Layout

1. New court layout will be constructed as indicated on attached sheet consisting of four, 3- court post-tensioned concrete batteries, each measuring 156' x 120' with a 34' x 240' conventional concrete sidewalk which provides a total area of 346' x 240'. This is modified from the 383'-4" x 275'-4".

-\$19,148.00

Lighting

1. The lighting layout will be modified as per attached sheet. The lighting fixtures are from No Fault, which includes (44) light poles, (24) single bracket assemblies, (8) T70 bracket assemblies, (8) T180 bracket assemblies and (4) quad bracket assemblies along with (72) 1000 watt lamps. The contractor will install light poles during the concrete pour and incorporate them into the fencing. Signature of this document indicates that all light level criteria originally specified will be met. This new lighting layout will omit (4) poles with a cost savings as indicated.

-\$2,665.00

Additional Negotiated Items

- 1. The Contractor will rough grade the site area to provide a base to within plus or minus 1/10 of 1 foot of the finished grade elevation of 0.83% (1:20) as recommended by the United States Tennis Court and Track Builders Association. The Contractor will also fine grade the court area.
- 2. The Owner will provide fill dirt as required to achieve proper grade at the expense of the Owner.

- 3. New court layout will be constructed as indicated on attached sheet consisting of four, 3- court post-tensioned concrete batteries, each measuring 156' x 120' with a 34' x 240' conventional concrete sidewalk.
 - 4. The Contractor is proposing a perimeter footing of approximately (8) inches in depth from the top of the concrete which differs from the original contract documents. Acceptance by the Owner of this change relieves the Architect and the Architect's Engineer from any responsibility of structural performance at the proposed condition.
 - 5. The Contractor is proposing to use 3500 p.s.i. concrete in lieu of 4000 p.s.i. concrete as specified for the post-tensioned court areas. Acceptance by the Owner of this change relieves the Architect and the Architect's Engineer from any responsibility of structural performance at the proposed condition.

DERRICK BARTON TENNIS COURT CONSTRUCTION BID ADJUSTMENT

Original Bid Amount \$655,000.00

Total Deduct -\$100,350.00

New Bid Amount \$554,650.00

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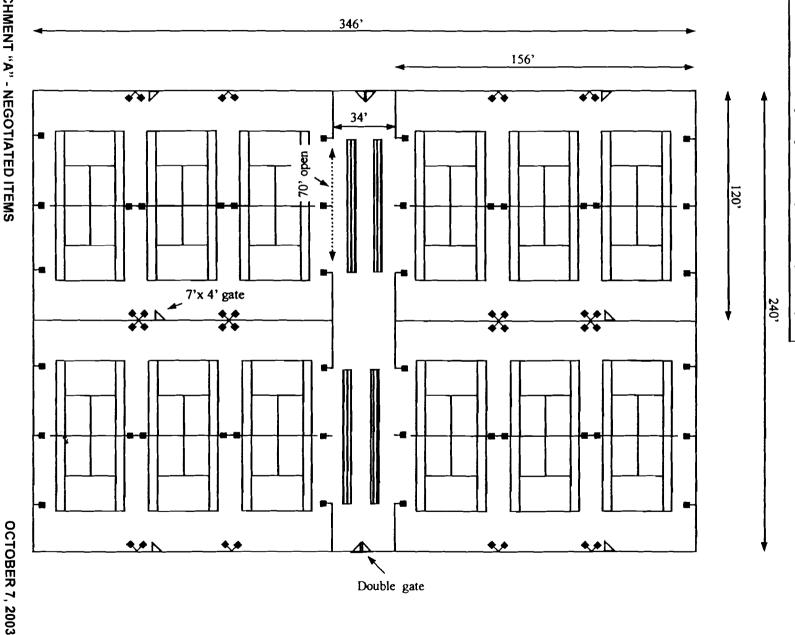
This document is part of the AIA Document A-101-1997 Agreement Between Owner and Contractor. Signature of this document indicates that all items listed are approved by both Owner and Contractor.

CONTRACTOR (Signature)

Bran Stokes, Inc. dba Derrick Barton Tennis Court

Construction

Mark Bran - President



ALLEN PARK TENNIS COURT AND LIGHTING IMPROVEMENTS

- 346' x 240'
- Four batteries of three courts measuring 156' x 120'.
- One sidewalk / viewing area measuring 34' x 240'.
- Approx. 1,616 LF of fencing
- 6000 watts lighting per court

Modified Tennis Court Layout

MATT SILAS ARCHITECT Page 1 of 4

MATT SILAS ARCHITECT

202 West Washington P.O. Box 1702 Jonesboro, Arkansas 72403 Tel.(870) 268-0500 Fax. (870) 268-0501

ADDENDUM NUMBER 1

ISSUE DATE: AUGUST 25, 2003

PROJECT: ALLEN PARK TENNIS COURTS AND SIDEWALK IMPROVEMENTS - JONESBORO, ARKANSAS.

PROJECT NUMBER: 020304

OWNER: CITY OF JONESBORO

ARCHITECT: MATT SILAS ARCHITECT

TO: PROSPECTIVE BIDDERS

Please review items noted in this addendum. This addendum forms a part of the contract documents and modifies the bidding documents as indicated below. Acknowledge receipt of this addendum in the space provided in the bid form. Failure to do so may disqualify the bidder.

SPECIFICATIONS

<u>Documents 0 - Introductory Information, Bidding requirements, and Contract Requirements</u> Section 00100 - Advertisement For Bids

1. Bids will be received Thursday, September 4th 2003 until 2:00 p.m. local time in lieu of August 26th.

Division 2 - Site Construction

Section 02821

Part 2 Products - 2.03 Steel Fence Framing

C. Sizes

- 1. Ends, Corners and Gate Posts: 3" o.d.
- 2. Line (Intermediate Posts): 2.5" o.d.
- 3. Rails and Braces: 1.625" o.d.

ISSUE DATE: AUGUST 25, 2003

DRAWINGS

Sheet 1.2

1. The Contractor shall provide the grate and drainage channel as indicated on plans. The city of Jonesboro will provide and install other drainage structures and piping indicated on Sheet 1.2 located to the North and East ends of the tennis courts. The Contractor shall be responsible for connecting the drainage channel to the junction box located directly North of the drainage channel. The top of the box shall be flush with adjoining concrete walk.

Sheet 4.1

1. The cost of the transformer and installation shall be included in the Contractor's Bid. The Contractor must verify and coordinate all costs and associated components with the city of Jonesboro's local utility company (City Water and Light - Engineering Department (870) 930-3320).

Sheet 4.2

- 1. Refer to Light Pole Detail, Notes: Fixture shall be changed to General Electric Powerspot III.
- 2. See Attachment "A" for dimensional location of light poles for Alternate 1.

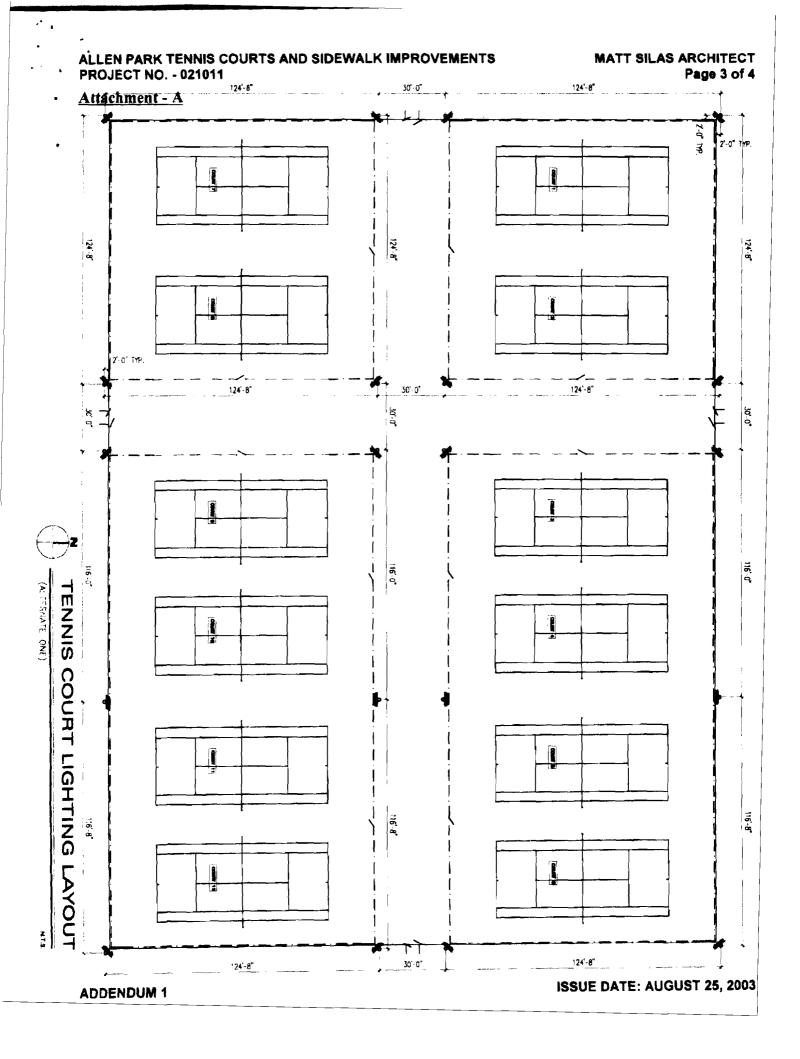
Sheet 4.3

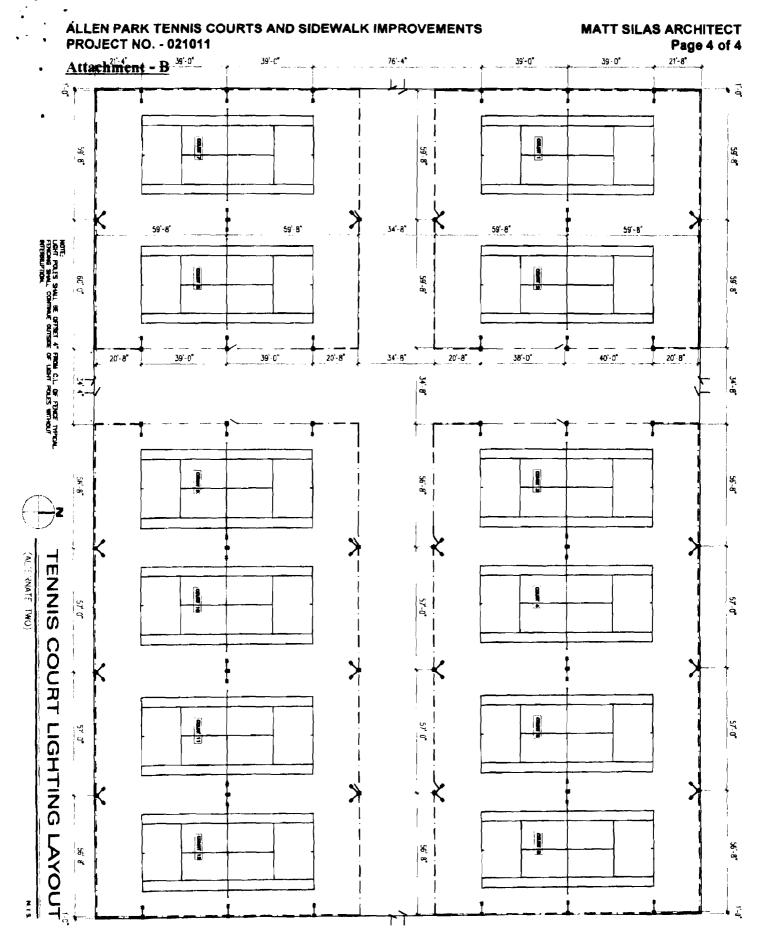
- 1. Refer to Light Pole Detail: The light fixture support arm for the No Fault lighting (Alternate No. Two) is four feet for each fixture.
- 2. If the Alternate Two lighting system is used, the access gates to the courts must be relocated to accommodate fixture location. The light poles and gates interfere as shown on the drawings at some locations.
 - a. At courts 1 6 South gates relocate gate to the West of light pole.
 - b. At court 2 East gate relocate gate to the South of light pole.
 - c. At court 3 West gate relocate gate to the South of light pole.
 - d. At courts 7 12 North gates relocate gate to the West of light pole.
 - e. At court 8 East gate relocate gate to the North of light pole.
 - f. At court 9 West gate relocate gate to the North of light pole.
- 3. See Attachment "B" for dimensional location of light poles for Alternate 2.

General Note

1. Specified light fixtures and other products are "or equal". Light Fixtures or products of other manufacturers that are equal to the design of the specified items will be considered.

ADDENDUM 1 ISSUE DATE: AUGUST 25, 2003





MATT SILAS ARCHITECT

202 West Washington P.O. Box 1702 Jonesboro, Arkansas 72403 Tel.(870) 268-0500 Fax. (870) 268-0501

ADDENDUM NUMBER 2

ISSUE DATE: SEPTEMBER 02, 2003

PROJECT: ALLEN PARK TENNIS COURTS AND SIDEWALK IMPROVEMENTS - JONESBORO, ARKANSAS.

PROJECT NUMBER: 020304

OWNER: CITY OF JONESBORO

ARCHITECT: MATT SILAS ARCHITECT

TO: PROSPECTIVE BIDDERS

Please review items noted in this addendum. This addendum forms a part of the contract documents and modifies the bidding documents as indicated below. Acknowledge receipt of this addendum in the space provided in the bid form. Failure to do so may disqualify the bidder.

SPECIFICATIONS

SPECIFICATIONS

<u>Documents 0 - Introductory Information, Bidding requirements, and Contract Requirements</u> Section 00100 - Advertisement For Bids

1. Bids will be received <u>FRIDAY, SEPTEMBER 12^{TH,} 2003 UNTIL 1:00 P.M.</u> local time in lieu of September 4th as changed per Addendum No. 1 which was changed from August 26th.

Division 2 - Site Construction

Section 02790 - Athletic and Recreational Surfaces

Part 2 Products

2.01 Manufacturers

Novacrylic is an acceptable surfacing product as manufactured by Nova Sports U.S.A./ 1-800-USA-NOVA / www.novasports.com

Section 02821 - Chain Link Fences and Gates

Part 2 Products

PVC Fused Coating specified in this section specifically in 2.02, 2.03, 2.04 and 2.05 shall be modified to a Permafused II polyolefin coated system as manufactured by Anchor Fence / Master Halco Inc. or equal.

MATT SILAS ARCHITECT
Page 2 of 5

2.02 Chain Link Fence Fabric

Color selections as stated in Paragraph A shall include green and black.

2.03 Steel Fence Framing

Color selections as stated in Paragraph B shall include green and black.

Division 11 - Equipment

Section 11481 - Tennis Net and Net Post Equipment

Part 2 Products

- **2.01 Components** (Add to the specification sections and outlined below.)
 - A. Net Posts and Sleeves:
 - 5. Tennis Post shall be equal to Douglas DTP-37 with GS-24 ground sleeves and end plugs.
 - B. Center Strap Anchor:
 - 3. Center tie-down anchor shall be equal to Douglas anchor.
 - C. Net:

The net specified on item 1 of this paragraph shall be changed to equal Douglas TN-36DM.

DRAWINGS

Sheet 1.1

1. Provide masonry transformer enclosure and gate as described on Attachment "A". See detail on Sheet 4.1 for other information.

Sheet 3.1

- 1. Omit second post, sleeve and footing at each court and each side of court intended for doubles play as indicated on structural drawing or any other drawing.
- 2. Reduce all six inch (6") thick areas of courts to four inches (4").
- 3. Reduce all five inch (5") thick concrete at tennis courts to four inches (4).
- 4. Refer to General Structural Notes, Item 1: Concrete shall be 4,000 p.s.i. in lieu of 3,000 p.s.i.; master builder plasticizer is allowed to achieve the 3" slump requirement.
- 5. Refer to General Structural Notes, Item 5: This refers to rebar at perimeter of courts.
- 6. Refer to General Structural Notes, Item 8: Any mention of screening shall be modified to screeding. A laser screed or vibrating screed shall be used.

Sheet 4.1

- 1. Refer to Electrical Riser Diagram:
 - a. Service entrance is 480/277V, 3PH, provide (2) parallel runs, (4) No. 350MCM, 4" conduit, each run.

MATT SILAS ARCHITECT Page 3 of 5

b. Panel "M" is 480/277, 3PH. The 200A and 100A circuit breakers are three pole. The (2) 100A provisions are three pole.

Sheet 4.2

- 1. Refer to Light Pole Detail.
 - a. The 46' dimension is the overall pole length, the height of the pole above finish grade is 40'.
 - b. Electrical Panel "A" is 225A/480/277V/3PH, provide eighteen single pole spaces in panel, (6) 40A/2P circuit breakers and (1) 20A/1P circuit breaker.

Sheet 4.3

- 1. Refer to Light Pole Detail.
 - a. Electrical Panel "A" is 225A/480/277V/3PH, provide eighteen single pole spaces in panel, (6) 40A/2P circuit breakers and (1) 20A/1P circuit breaker.

General Electrical

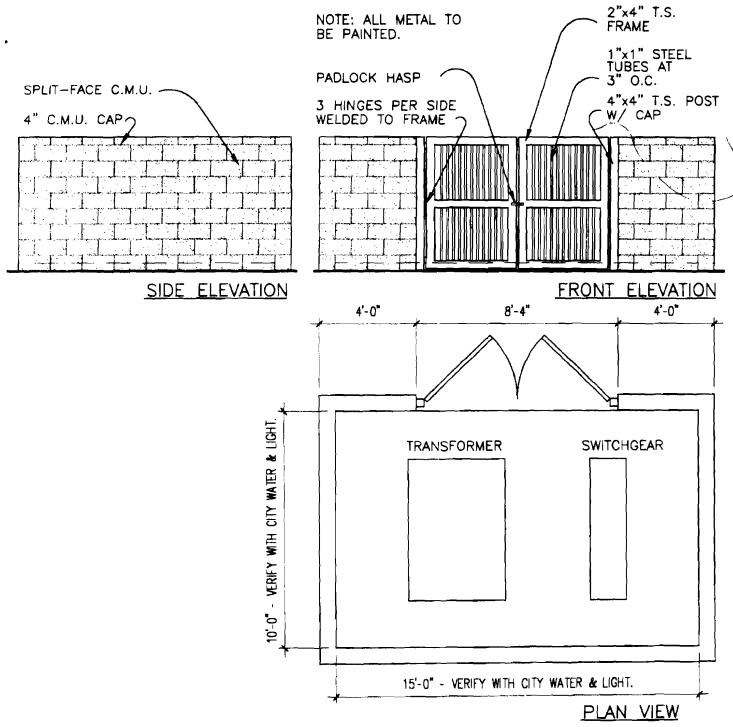
1. Allow for the control of lighting for courts to be by photocell, timer and contactor. Details will be issued in Addendum No. 3.

Grate and Drainage Channel

The grate and drainage channel located inside the tennis court area shall be removed from the Contractor's Bid. Also, the grate channel on the East side of the court area will be removed and not part of the Contractor's Bid.

MATT SILAS ARCHITECT Page 4 of 5

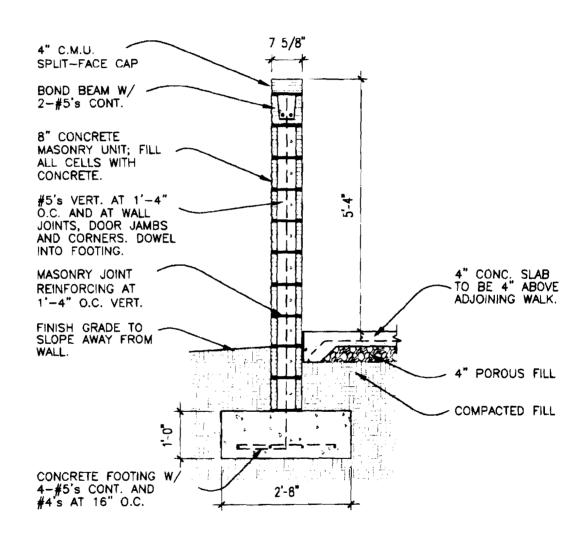
Attachment - C - Detail 1



TRANSFORMER ENCLOSURE

SCALE: 1/4" = 1'-0"

Attachment - C - Detail 2



TRANSFORMER WALL DETAIL

SCALE: 1/2" = 1'-0"

ISSUE DATE: SEPTEMBER 02, 2003

2

MATT SILAS ARCHITECT

202 West Washington P.O. Box 1702 Jonesboro, Arkansas 72403 Tel.(870) 268-0500 Fax. (870) 268-0501

ADDENDUM NUMBER 3

ISSUE DATE: SEPTEMBER 09, 2003

PROJECT: ALLEN PARK TENNIS COURTS AND SIDEWALK IMPROVEMENTS - JONESBORO, ARKANSAS.

PROJECT NUMBER: 020304

OWNER: CITY OF JONESBORO

ARCHITECT: MATT SILAS ARCHITECT

TO: PROSPECTIVE BIDDERS

Please review items noted in this addendum. This addendum forms a part of the contract documents and modifies the bidding documents as indicated below. Acknowledge receipt of this addendum in the space provided in the bid form. Failure to do so may disqualify the bidder.

SPECIFICATIONS

<u>Division 2 - Site Construction</u>
Section 02790 - Athletic and Recreational Surfaces
Part 2 Products
2.02 Chain Link Fence Fabric

Wire fabric in Paragraph "A" should be 9 gauge in lieu of 11 gauge specified.

DRAWINGS

Sheet 4.2

1. Refer to Light Pole Detail.

Alternate One (only) the circuit breaker in the main switchgear for Panel 'A' shall be 400/3P. The feeder for Panel 'A' shall be (4) No. 500mcm, (1) No. 1/0 grnd., 3 ½" C.

Electrical Panel 'A' is 400A/480/277V/3PH, provide eighteen single pole spaces in panel, (6) 60A/2P circuit breakers and (1) 20A/1P circuit breaker.

MATT SILAS ARCHITECT Page 2 of 3

General Electrical

1. Illumination for tennis courts shall maintain light levels for recreational play and as outlined below:

Initial Average Light Level within the Primary Playing Area shall be 50 footcandles. Minimum Maintained Light Level within the Primary Playing Area shall be 40 footcandles.

Maximum Uniformity Ratio shall be 2.00

At completion of project the contractor shall provide written documentation of measurements of the light levels on the courts. Light level measurements shall be taken at a height of 36" above the playing surface in a 48'x98' area, centered on the court, at the intersections of a 12'x12' grid (50 measurements per court) on each court. The documentation shall include a drawing of the measurement grid for each court, the light level reading at each grid intersection point and the projected maintained illumination for each point. this documentation shall be presented to the Architect for approval. Should the measured light level at any point within the grid be less than that required, the contractor, at the contractor's expense, shall correct.

2. Control of lighting for courts shall be by photocell, timer and contactor - See Attachment "D".

Grate and Drainage Channel

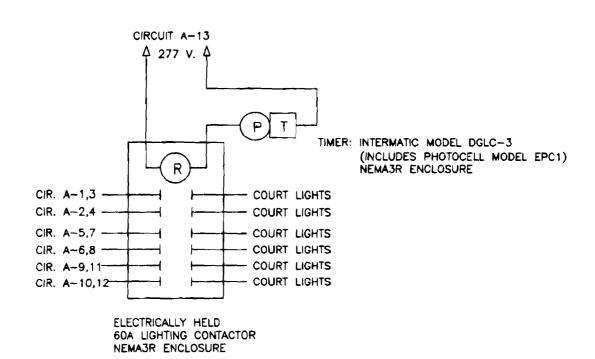
The grate and drainage channel located inside the tennis court area that was omitted on Addendum No. 2. shall be added back into the Contractor's Bid. The grate channel on the East side of the court area and the drainage structures North of the court area will be part of the Contractor's Bid.

The manufacturer(s) listed below are approved provided the product submitted meets or exceeds requirements specified:

Manufacturer
R. J. Love Enterprises, Inc.

Product Bleachers

Attachment - D



CONTACTOR DETAIL

NO SCALE

MATT SILAS ARCHITECT

202 West Washington P.O. Box 1702 Jonesboro, Arkansas 72403 Tel.(870) 268-0500 Fax. (870) 268-0501

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ADDENDUM NUMBER 4

ISSUE DATE: SEPTEMBER 10, 2003

PROJECT: ALLEN PARK TENNIS COURTS AND SIDEWALK IMPROVEMENTS - JONESBORO, ARKANSAS.

PROJECT NUMBER: 020304

OWNER: CITY OF JONESBORO

ARCHITECT: MATT SILAS ARCHITECT

TO: PROSPECTIVE BIDDERS

Please review items noted in this addendum. This addendum forms a part of the contract documents and modifies the bidding documents as indicated below. Acknowledge receipt of this addendum in the space provided in the bid form. Failure to do so may disqualify the bidder.

SPECIFICATIONS

<u>Documents 0 - Introductory Information, Bidding requirements, and Contract Requirements</u> Section 00410 - Bid Form

1.09 Addenda - Paragraph A.

1. Add a line item for Addendum No. 3 and Addendum No. 4 on the Bid Form with date received.

ADDENDA

Refer to Addendum No. 3

Grate and Drainage Channel Paragraph.

The last sentence should read as follows:

The grate channel on the East side of the court area and the drainage structures North of the court area will **NOT** be part of the Contractor's Bid.

MATT SILAS ARCHITECT Page 2 of 2

DRAWINGS

Electrical

1. The lighting system in Alternate No. One, as modified previously by addenda, is based on products manufactured by Hubbell Lighting. This system will meet the initial and maintained light levels specified in previous addenda and consists of (5) 1000 watt light fixtures per pole (ten for the two double fixture rack poles). The power feeders for this system have been modified by addenda. Lighting systems by other manufacturers that will provide equal service and meet the light level requirements may be substituted. For other systems proposed as substitutions, it is the contractors responsibility to verify the number of fixtures, configuration, mounting height, aiming points and any other applicable factors which are necessary to provide the light levels required. Should a system proposed as a substitute have different power requirements, it is the contractors responsibility to include in his bid price the cost of any changes required in the power supply system, including but not necessarily limited to, main switchgear circuit breaker, feeder wiring and conduit to Panel 'A', size and configuration of Panel 'A', circuit breakers, feeder wiring and conduit to the light fixtures, photocell, timer and lighting contactor.

End of Addendum No. 4