

ADDENDUM NO. 01.1

DATE: February 11, 2021

TO: All Potential Bidders

FROM: Penny Owens, Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. 01.1 – Public Safety Complex Construction

BID DATE: March 4, 2021, at 2:00:00 p.m. (Eastern Time)

This addendum becomes a part of the Contract Document and modifies the original specifications as noted.



ADDENDUM 01.1

Project: 19018_COK Public Safety Complex
Date: 10 February 2021

Addendum 01.1 forms a part of Construction Documents and modifies the original drawings and specifications issued on February 1, 2021.

SPECIFICATIONS:

Unless noted otherwise, replace the following sections with the attached updated sections dated 2.10.2021.

1. **General Specifications:** 00 01 10 – Table of Contents, 00 11 13 – Invitation to Bid, 00 20 00 – City of Knoxville Procurement and Contracting Information, 00 41 13 – Bid Form, 00 43 12 – Bid Envelope Cover, and 01 21 13 – Allowances.
2. **Architectural Specifications:** 09 67 23 – Resinous Flooring.
3. **Telecommunications Specifications:** The following Specifications shall be **removed** from the Documents, scope to be Owner Provided: 27 05 26 – Grounding and Bonding for Communications, 27 15 00 – Structured Voice and Data Cabling Infrastructure, 27 51 01 – Television Cable System, 27 51 13 – Background Music/Paging System, 28 13 00 – Access Control System, 28 23 00 – Video Surveillance, and 28 24 00 – Interview Room Recording System.

BP3 DRAWINGS:

Unless noted otherwise, replace the following sections with the attached updated sections dated 2.10.2021.

4. **General Front End Sheets:** Refer to revised Sheets G002 and G003
5. **Architectural Sheets:** Refer to revised Sheets A404.
6. **Structural Sheets:** Refer to revised Sheets S007, S110.2, S111.2, S111.3, and S210.
7. **Electrical Sheets:** Refer to revised Sheets E111.1, E211.1, E311.1, E402, E403, and E405.
8. **Telecommunications Sheets:** Refer to revised Sheets TE111.1 and TE211.1.

REFERENCE ATTACHMENTS:

These documents are provided for reference only and do not form part of the contract documents.

9. Pre-Bid Agenda with corrected contact information and Pre-Bid Presentation. The pre-bid colored floor plans are not an exact match to the current construction documents and are to be used as a reference to familiarize bidder's with the program and general layout.
10. Bid Package 01 documents are being provided for REFERENCE ONLY and can be found at this link: <https://mhminc.sharefile.com/d-sbc2cfb0d73d646a6bd090fd4d6a77596>
11. Bid Package 02 documents are being provided for REFERENCE ONLY and do not currently reflect bid scope that has been removed to be executed under Bid Package 03. Bid Package 02 can be found at this link: <https://mhminc.sharefile.com/d-s6de5601ccd494eb8b7ae0faa0a7edb4f>

BIDDER QUESTIONS:

12. Is there a BIM model for this project that you can share with us?
 - a. **BIM models will not be shared until the project is under contract.**

13. Invitation to Bid – Procurement Posting - 1.01H of the Invitation to Bid indicates that the “Invitation to Bid” will be posted on the City of Knoxville procurement website. Currently that is not posted. When will that take place?
 - a. **The Bid Envelope is included with the ITB on the link on the City Procurement website.**
14. Bid Envelope – Cover - 00.43.12 Bid Envelope Cover – section references the Bid Envelope Cover form to be filled and affixed to the Bidders’ sealed envelope. 1) Form is not included. 2) assume that it is submitted electronically with the bid?
 - a. **Please refer to the revised specification section 00 43 12 – Bid Envelope Cover. The cover document is now included.**
15. Allowances - 01.21.13 Allowances is listed in the Table of Contents. Spec section not included.
 - a. **01 21 13 Allowances is in the Project Manual. Please refer to the revised section for revisions to this section.**
16. Would you be willing to make Bid Packages #1 and #2 available so that we can review what work that has been done?
 - a. **Bid Packages #1 and #2 are included for reference only. Some Bid Package #2 scope is being deferred to Bid Package #3 due to the time frame of its execution. This scope revision is not reflected in the reference documents. Refer to Bid Package #3 construction documents for bid scope.**
17. Bid Form - Bid documents reference Bid Package 03.1 / 04.1 / 05.1. Bid Form provided makes no mention of separate Bid Packages. Please advise.
 - a. **Please refer to the revised specification sections 00 41 13 – Bid Form and 00 20 00 – City of Knoxville Procurement and Contracting Information for instructions on providing separate pricing for Bid Packages 03.1, 04.1 and 05.1. Also note that the Drug Free Workplace Affidavit form has been included in the revised City of Knoxville Procurement and Contracting Information.**
18. 28 13 00 Access Control System - Sole Source Vendor - For clarification, is AMAG the only Access Control System Manufacturer that will be accepted on this project?
 - a. **We are removing Access Control from your scope and will be procuring this via an owner vendor. GC is required to coordinate with all Owner Vendors to ensure a smooth project. The specifications will be removed in Addendum #01.1.**
19. 28 23 00 Video Surveillance - Sole Source Vendor - For clarification, is Avigilon the only Video Surveillance Manufacturer that will be accepted on this project?
 - a. **We are removing Video Surveillance from your scope and will be procuring this via an owner vendor. GC is required to coordinate with all Owner Vendors to ensure a smooth project. The specifications will be removed in Addendum #01.1.**
20. 28 31 00 Fire Alarm System - Sole Source Vendor - For clarification, is Simplex the only Fire Alarm System Manufacturer that will be accepted on the base bid of this project?
 - a. **No, Simplex is not the only acceptable manufacturer. Equal systems will be acceptable.**
21. 27 15 00 Structured Voice and Data Cabling Infrastructure - Sole Source Vendor - For clarification, is Panduit the only Structured Voice and Data Cabling Manufacturer that will be accepted on this project? Section 2.01 A- states “the preferred structured cabling product is Panduit.”. Section 2.19 A Manufacturers list Panduit with no alternatives. If alternatives are going to be acceptable, please provide a list of acceptable alternatives.
 - a. **We are removing Structured Cabling from your scope and will be procuring this via an owner vendor. GC is required to coordinate with all Owner Vendors to ensure a smooth project. The specifications will be removed in Addendum #01.1**
22. Can you tell me about the work on C000? I am putting a scope together for my site guys. Is this work by the General Contractor, by others, or part of the \$1.3M backfill allowance?
 - a. **The \$1.3 million backfill allowance is intended to address the general site backfill scope of work on Sheet C000. This does allowance does not address finish grading work indicated on subsequent Civil drawings.**
23. Who do we contact for a site visit?
 - a. **Please schedule site visits through David Kearley, david.kearley@skanska.com, 615-490-2788.**

END OF ADDENDUM 01.1.

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**SECTION 00.11.13
INVITATION TO BID**

PART 1 GENERAL

1.01 INVITATION TO BID

- A. Project No. 9018
- B. Project: City of Knoxville Public Safety Complex
- C. **Sealed bids from prequalified contractors will be received online and opened live via Zoom by Penny Owens, Purchasing Agent for the City of Knoxville, until 2:00:00 p.m. Eastern Time, on Thursday, March 4, 2021 for the City of Knoxville Public Safety Complex Project.** The work consists of Renovations and Additions to the Professional Office Building, Central Wing Annex and Women's Pavilion at the historic St. Mary's Hospital Campus located in North Knoxville and any other work needed to complete the project as directed by the Owner.
- D. Only General Contractors who have been approved to bid pursuant to pre-qualification procedures and criteria established by the Owner will be eligible to bid the project. The pre-qualification proposal shall include AIA Document A305; a list of successful renovation projects, SF renovated, schedule duration, contract amounts, client names, addresses and telephone numbers and Experience Modification Rate. **Proposers shall obtain written pre-qualification procedures and criteria from the Owner's Representative, Volkert, Inc., 200 Prosperity Drive, Knoxville, Tennessee 37923, phone: (205) 965-0876, via email: jonathan.grammer@volkert.com.** Completed Pre-qualification proposals shall be submitted to Volkert, Inc., via email at the address above, **no later than 4:00 p.m., on Thursday, January 28, 2021.** General Contractors must demonstrate successful completion of similar projects on time for satisfied Owners.
- E. Project plans, specifications, and bid packages will be provided to prequalified contractors via email containing a link to download PDF files of the project plans, specifications, and bid packages on **Tuesday, February 2, 2021.**
- F. All bidders must be licensed contractors and must have a BC – Building Construction license classification.
- G. **A Pre-Bid Conference will be held for pre-qualified Contractors, subcontractors, and suppliers online via Zoom at 2:00 p.m. on Wednesday, February 10, 2021 per the following link and information:**
City of Knoxville Purchasing is inviting you to a scheduled Zoom meeting. Topic: Pre-Bid Meeting - New Public Safety Complex Renovations
Time: Feb 10, 2021 02:00 PM Eastern Time (US and Canada)
Join Zoom Meeting
<https://us02web.zoom.us/j/86445312936?pwd=QXphQm9VRjllLdTBTeTRwYWpvcjM4Zz09>
Meeting ID: 864 4531 2936
Passcode: 983583 One tap mobile
+13017158592,,86445312936#,,,,*983583# US (Washington D.C)
+13126266799,,86445312936#,,,,*983583# US (Chicago)
Dial by your location
+1 301 715 8592 US (Washington D.C)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
Meeting ID: 864 4531 2936
Passcode: 983583
Find your local number: <https://us02web.zoom.us/u/kdJfxFpIXM>
- H. All interested potential bidders are strongly encouraged to view the "Invitation to Bid" on the City of Knoxville's procurement website @ www.knoxvilletn.gov/bids.

END OF SECTION 00.11.13

**SECTION 00.20.00
CITY OF KNOXVILLE
PROCUREMENT AND CONTRACTING INFORMATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The City of Knoxville's Procurement and Contracting information for this project. Items include the following:
 - 1. Information for Bidders
 - 2. Form of Non-Collusion Affidavit of Prime Bidder
 - 3. Form of Bid Bond
 - 4. Form of Performance Bond
 - 5. Form of Payment Bond
 - 6. Form of Certificate of Owner's Attorney
 - 7. Form of Notice to Proceed
 - 8. Form of Contract Agreement
 - 9. Drug Free Workplace Affidavit
 - 10. Iran Divestment Act
 - 11. General Conditions
 - 12. Diversity Business Enterprises (DBE) Program
 - 13. Special Conditions

1.02 RELATED REQUIREMENTS

- A. Section 00.11.13 – Invitation to Bid
- B. Section 00.41.13 – Bid Form
- C. Section 00.43.12 – Bid Envelope Cover
- D. Section 00.73.01 – Supplemental Conditions to the Contract

1.03 FORM OF THE CITY OF KNOXVILLE'S PROCUREMENT AND CONTRACTING INFORMATION

- A. The City of Knoxville's procurement and contracting information accompanies this Section of the Project Manual.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION 00.20.00

CITY OF KNOXVILLE CONTRACT REQUIREMENTS

CONTENTS

1. Information for Bidders
2. Form of Non-Collusion Affidavit of Prime Bidder
3. Form of Bid Bond
4. Form of Performance Bond
7. Form of Payment Bond
6. Form of Certificate of Owner's Attorney
7. Form of Notice to Proceed
8. Form of Contract Agreement
9. Drug Free Workplace Affidavit
10. Iran Divestment Act
11. General Conditions
12. Diversity Business Enterprises (DBE) Program
13. Special Conditions

INFORMATION FOR BIDDERS

Bids will be received by the City of Knoxville, Tennessee (Herein called the "Owner") by the Purchasing Division of the City of Knoxville, acting for the Mayor, in Room 667-674, City County Building, 400 Main Avenue, Knoxville, Tennessee, 37902 until **2:00:00 P.M. on March 4, 2021**, and then at said office publicly opened and read aloud. To attend the bid opening via Zoom, please follow the instructions below:

To Join **Bid Opening Zoom Meeting**, click here:

<https://us02web.zoom.us/j/84750205766?pwd=N0FNWGxtRmV2M21QUGxPWFVXaEF2UT09>

Meeting ID: 847 5020 5766

Passcode: 096764

One tap mobile

+13126266799,,84750205766#,,,*096764# US (Chicago)

+19292056099,,84750205766#,,,*096764# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 847 5020 5766

Passcode: 096764

Find your local number: <https://us02web.zoom.us/u/kCfQcL3qE>

Each Bid must be submitted in a sealed envelope, addressed to the Purchasing Division for the City of Knoxville; Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee 37902. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

Alternatively, bids may also be submitted electronically through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** All proposers must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.)

To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing

Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may have been sent to your spam or junk folder. **DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR.** The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as two (2) files to City's Procurement website **PRIOR** to 2:00:00 p.m. (Eastern Time) on February 23, 2021.

To submit electronic file: Visit the procurement website for this bid at:
<https://vrapp.vendorregistry.com/Bids/View/Bid/ead0d9ac-b73f-4d3c-b1f0-3a478f47d99c?isBuyerAction=True>

Click “Submit Bid” (red button located at top of screen)

Follow the prompts to upload and submit electronic file. Submit only two (2) submission files, one for the Outside of the Envelope and one for your Bid. Files MUST be named as the firm’s name followed by the title of the project. Example: BobsBurgers – City of Knoxville Public Safety Complex Outside of the Envelope.pdf and BobsBurgers – City of Knoxville Public Safety Complex Bid. Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents.

No bid will be received or accepted after the above-specified time for the opening of bids. Bids that arrive late due to the fault of U.S. Postal Service, United Parcel Services, DHL, FEDEX, any delivery/courier service, any other carrier of any sort or any technical/internet issues are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

All Bids must be made on the required bid form supplied with the Contract documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. **Bidders will submit a separate price for Bid Package 3.1, 4.1 and 5.1 on the bid form.** Only one copy of the bid form is required.

All Bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, and all Acts amendatory thereof and must have a BC – Building Construction license classification. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the Bid must be placed on the sealed envelope containing the bid. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville’s online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**

If applicable, sub-contractors for electrical work, plumbing work, and HVAC must be shown on the outside of the envelope along with their respective license numbers, expiration date, and classification; where the total cost of the masonry portion of the project exceeds \$100,000 in materials and labor, the license number, expiration date, and classification must be listed on the outside of the envelope for the masonry sub-contractor. The envelope cover that must be submitted with the bid is included in the Project Manual in Section 00.43.12 – Bid Envelope Cover.

A Pre-Bid Conference will be held for pre-qualified Contractors, subcontractors, and suppliers online via Zoom at 2:00 p.m. on Wednesday, February 10, 2021 per the following link and information:

City of Knoxville Purchasing is inviting you to a scheduled Zoom meeting. Topic: Pre-Bid Meeting - New Public Safety Complex Renovations
Time: Feb 10, 2021 02:00 PM Eastern Time (US and Canada)

To Join Pre-Bid Conference Zoom Meeting

<https://us02web.zoom.us/j/86445312936?pwd=QXphQm9VRjJLdTBTTeTRwYWpvcjM4Zz09>

Meeting ID: 864 4531 2936

Passcode: 983583 One tap mobile

+13017158592,,86445312936#,,,,*983583# US (Washington D.C)

+13126266799,,86445312936#,,,,*983583# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 864 4531 2936

Passcode: 983583

Find your local number: <https://us02web.zoom.us/j/86445312936>

Attention is called to Chapter 2, Article VIII (Procurement Code) of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated § 12-4-401 et seq. For the purpose of this contract the prevailing wage rates shall be the wage rate incorporated in these documents. The City reserves the right to demand the payroll records of Contractor at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by Contractor to provide City with said records within ten working days of the written notice shall constitute a breach of this agreement.

Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Inquiries pertaining to this ITB shall be made in writing and be in the hands of the Purchasing Division by the close of the business day on February 16, 2021. Questions can be submitted by letter, fax (865-215-2277), or email to the Purchasing Agent of the City of Knoxville (powens@knoxvilletn.gov) or City County Building; 400 Main Street; Room 667-674; P.O. Box 1631; Knoxville, TN 37901. The City is not responsible for oral interpretations given by any City employee, representative, or others; and no interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. **The last addendum will be issued no later than three (3) business days prior to the date fixed for the opening of bids.** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

All Bids must be signed in full by the Bidder or Bidders in their business name or style and must show his or their complete address. If the Bidder be a firm or a corporation, the signature shall be a duly authorized member of the firm or officer of the corporation stating his official title or position with such firm or corporation, with the corporate seal attached, attested to by the proper officer. If the Bidder be a

firm, the full names and addresses of all members of the firm must be shown. If the Bidder be a corporation, the name of the state under the laws of which it is incorporated must be shown. If the Bid is signed in the name of an agent, legal evidence of his authority to bind his principals must accompany the papers.

All Bids exceeding \$100,000 must be accompanied by a Bidder's Bond equal to 5 percent of the bid price, executed by the Bidder and a surety company authorized to transact business in the State of Tennessee or by a cashier's or certified check on a duly authorized bank made payable to the City of Knoxville, as a guarantee that, if the Bid is accepted, the required Contract will be executed and the required Performance and Payment Bonds furnished. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two (2) remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) days from the date when notice of award is delivered to the Bidder. The notice of award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within ninety (90) calendar days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

Notice to proceed shall be issued within ninety (90) days of the execution of the Agreement by the Owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ninety (90) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Award will be made as a whole to one Bidder. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout. Attention is called to Section 2-1016

et seq. of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated 12-4-401 et seq.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the General Conditions. Attention is also called to Section 15-26 of the Knoxville City Code, requiring and defining a non-discrimination clause which shall be contained in all Contracts with the City of Knoxville wherein City funds are expended for the purpose of construction, alteration, repair or demolition of any building, street, alley or sewer, or for the providing of any services, and all leases, franchises or concession through which property of the City of Knoxville is to be used.

All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000 (d). The successful bidder must follow Title VI guidelines in all areas including hiring practices, operating facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City. The Drug Free Workplace Affidavit form must be submitted with the bid.

The Drug Free Workplace Affidavit, the Non-Collusion Affidavit, the Iran Divestment Act Form, and the Subcontractor/Consultant Statement from the Diversity Business Enterprise Program packet, fully executed, must be submitted with the bid.

The Contractor shall maintain such insurance as detailed in the General Conditions section of this ITB as will protect him and/or the City from all claims including Workman's Compensation and will save harmless the City from all claims and damages which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the work.

The Contract will be awarded with reasonable promptness by written notice to the responsive and responsible Bidder whose Bid is determined to contain the lowest bid price or lowest evaluated bid price in accordance with Section 2-862 of the Knoxville City Code.

The City may waive technicalities concerning bid documents and may follow up with individual organizations after the bid opening to obtain such documents when it is in the best interests of the City. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be in the best interest of the City.

Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of, among other things, the sum of the Base Bid for each Bid Package and Alternates accepted.

In submitting this bid it is understood that the right is reserved by the City of Knoxville to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this

bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within fifteen (15) days after the contract is presented to him for signature.

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed. Bidder further agrees to pay liquidated damages in the sum of two hundred dollars (\$200.00) for each consecutive calendar day thereafter as provided in the General Conditions.

END OF INFORMATION FOR BIDDERS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Title

Subscribed and sworn to before me
this _____ day of _____, 20____

Title
My commission expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

As Principal, and

as Surety, are hereby held and firmly bound unto

_____ as Owner in the penal sum of
_____ for the payment of which, well

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain Bid, attached hereto and hereby made a part hereof to enter
into a contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such extension.

IN WITNESS, THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

SEAL

By _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of

_____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder to the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20
_____.

ATTEST:

(Principal)

(Principal) Secretary
(SEAL)

By _____ (S)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

By
Attorney-in-fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called

(Corporation, Partnership or Individual)

Principal, and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amount due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, and all taxes, licenses, assessments, contributions, penalties, and interest thereon, when and if the same may be lawfully due, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice to any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____ (s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

BY _____
Attorney-in-fact

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the

duly authorized and acting legal representative of

_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date:

NOTICE TO PROCEED

To: _____

Date: _____
Project: _____
Contract No: _____

You are hereby notified to commence work in accordance with Agreement dated _____, 20_____, on or before _____, 20_____, and you are to complete the WORK within _____ calendar days thereafter. The date of completion of all WORK is therefore _____, 20_____.

City of Knoxville
Owner

By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this the _____ day of _____, 20_____.

By
Title

cc: Contractor
Law Department
Finance Department
Real Estate Management
Natalie Reyes, Contract Manager

Lisa B. Hatfield
Attorney
City of Knoxville

Document No. _____

AGREEMENT

This Agreement is made by and between the **City of Knoxville**, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P.O. Box 1631, Knoxville, Tennessee 37901 (“City”), and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the City advertised for bids for the _____ Project, No. _____ (“Project”); and

WHEREAS, Contractor submitted the lowest, most responsive bid for said Project in the amount of _____ Dollars (\$ _____); and

WHEREAS, Contractor has the necessary qualifications and expertise to perform said work and the _____ recommends that contract be awarded to it; and

WHEREAS, City Council by Resolution No. _____ on _____, authorized the Mayor of the City of Knoxville to execute this Agreement on behalf of the City.

NOW, THEREFORE, the City and Contractor, for the mutual considerations and promises stated herein, agree as follows:

1. Scope of Work. Contractor will provide all supervision, technical personnel, equipment, labor, and materials, and perform and complete all work in a satisfactory manner necessary to _____, and perform other work as necessary to complete the Project all in strict accordance with the contract documents and

specifications for the _____ Project, No. _____, prepared by the City of Knoxville _____ Department.

2. Contract Documents. The executed Contract Documents will consist of the following:

- (a) This Agreement
- (b) Invitation for Bids and any Addenda thereto
- (c) Instructions to Bidders
- (d) Signed copy of Bid and Proposal
- (e) General Conditions
- (f) Supplemental General Conditions
- (g) Special Conditions
- (h) Technical Specifications
- (i) Drawings

Contract documents not appended to this agreement are located in the City of Knoxville _____. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on Contractor shall control.

3. Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to Contractor. If the City terminates this Agreement, and such termination is not a result of a default by Contractor, Contractor shall be entitled to receive as its sole and exclusive remedy just compensation for all satisfactory, authorized services completed prior to the effective date.

4. Term and Liquidated Damages. The date of beginning and the time for completion of the work are essential conditions of this Agreement, and the work embraced shall be commenced on the date specified in a written Notice to Proceed. Contractor shall perform the work with due and reasonable diligence and fully complete the Project by _____ (date) or within _____ (___) days from the issuance of the Notice to

Proceed. Contractor further agrees to pay liquidated damages to the City in the sum of _____ Dollars (\$_____) for each consecutive day thereafter as provided in the General Conditions.

5. Contract Price. The City shall pay to Contractor for the satisfactory performance of the contract subject to additions and deductions and in accordance with the bid as provided in the contract documents, unless modified by a Contract Change Order, an amount not to exceed _____ Dollars (\$_____).

Contractor shall submit invoices for services rendered to the City in a form approved by the City, shall indicate the time period during which the services were provided and shall be signed by Contractor to certify its accuracy.

The City will pay Contractor for services satisfactorily rendered within thirty (30) days of the receipt of Contractor's undisputed invoice. Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement.

6. Retainage. The City will retain five percent (5%) of payment for all work covered by the contract documents. Upon completion of all work covered by the contract documents to the final satisfaction of the City, the retainage balance will be paid to the contractor.

7. Changes in the Work. The City may at any time, if the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the services, an equitable adjustment shall be authorized by Change Order or Amendment. All Change Orders must be approved and signed by the City and Contractor.

8. Notices. Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

City of Knoxville:
Penny Owens, Purchasing Agent
P.O. Box 1631
Knoxville, TN 37901
(865) 215-2070

Contractor:

() _____

cc:

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. Mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

9. Indemnification. Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of

any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

10. Insurance. Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

- (a) Commercial General and Umbrella Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit,

it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (1) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
 - (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (3) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
- (b) Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading

hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

(c) **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by contractor's workers' compensation insurance coverage.

(d) **Other Insurance Requirements.** Contractor shall:

(1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

(2) Upon the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that

is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.

- (3) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- (4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- (5) If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- (6) Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless

subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

- (7) Large Deductibles: Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.
- (8) Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- (9) Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly

written on a claims made basis and are generally acceptable in that form.

(10) Completed Operations Insurance. Contractor shall procure and shall maintain liability coverage that shall include completed operations coverage, and Contractor shall maintain such coverage for a period of two (2) years from the date of the City's final acceptance of the project.

(e) Excess Liability Insurance. Contractor shall maintain excess liability insurance in addition to the insurance specified above with a limit of not less than \$2,000,000.00 each occurrence. This coverage shall be on a follow form basis.

(f) Contractor's Pollution Liability. Contractor shall maintain contractor's pollution liability coverage with limits of not less than \$1,000,000 per occurrence covering the operations specified in the agreement. If contained in the scope of services of the agreement, the policy shall contain no exclusions for lead-based paint, asbestos, mold, or microbial matter. If the agreement includes the transport of hazardous material or waste, the commercial auto liability policy will include the MCS-90 endorsement and coverage for pollution conditions, CA 99 48 03 06 Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms endorsement is acceptable.

Contractor should procure pollution liability coverage, ISO CG 00 39, or equivalent. If the coverage is written on a claims-made form:

- (1) The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.
- (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by the City.
- (3) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- (4) A copy of the claims reporting requirements must be submitted to the City for review.

11. Non-Discrimination. Contractor:

- (a) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;
- (b) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or familial status or national origin;
- (c) will, in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration

for employment without regard to race, color, religion, sex, age, disability, familial status or national origin; and

- (d) will include these provisions in every subcontract or sublease let by or for it.

12. Ethical Standards. Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

- (a) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

- (b) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of Council, member of the Board of Education, officer or employee of the City to have or hold any interest in the profits for emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of Council, member of the Board of Education, officer or employee has or holds any such interest is void.

- (c) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

Gratuities. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

(d) Sec. 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional violation unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(e) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

(f) Remedies for Violations. For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

(1) Oral or written warnings or reprimands;

- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

13. ADA Compliance. With regard to the services performed under this Agreement, Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., (“ADA”). Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by Contractor, its employees, agents or representatives which violates the ADA. Contractor agrees that the City will not be responsible for any costs or expenses arising from Contractor’s failure to comply with the ADA.

14. Independent Contractor. Contractor and its agents and employees shall perform all work and render all services as an independent contractor; neither it nor its employees shall be considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers’ compensation as an employee of the City.

15. Assignment. The Contractor shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

16. Subcontractors. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

17. Written Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

18. Required Approvals. Neither Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

19. Article Captions. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

20. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

21. Federal, State and Local Requirements. Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

22. No Benefit for Third Parties. The services to be performed by the Contractor pursuant to this agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the contractor, its officers, employees, agents or contractors shall accrue to the

Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

23. Non-Reliance of Parties. Parties explicitly agree that they have **not** relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

24. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

25. EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

26. Governing Law and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this Agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

27. Entire Agreement. This Agreement forms the entire Agreement between the City and Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement in two (2) copies as of the below-written date.

APPROVED AS TO FORM:

CITY OF KNOXVILLE

CHARLES W. SWANSON
LAW DIRECTOR

BY: _____
INDYA KINCANNON
MAYOR

DATE: _____

FUNDS CERTIFIED:

COMPANY

SUSAN A. GENNOE
FINANCE DIRECTOR

BY: _____

TITLE: _____

Required Documents:

Certificate of Insurance _____
Performance Bond _____
Payment Bond _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of

County of

_____, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this ____ day of _____, _____.

Title

My Commission expires

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____,
2____.

My commission expires: _____

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance Requirements for Contractors
22. Contract Security
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25. Separate Contracts
26. Subcontracting
27. Architect's Authority
28. Land and Rights-of-Way
29. Guaranty
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35. Estimate of Quantities
36. Air Pollution and Dust Control
37. Care of Work
38. Tennessee One Call
39. Notice of City Procurement Code Prohibitions
40. Prevailing Wages
41. Equal Business Opportunity Program
Forms

1. Definitions - Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
 - 1.1 Abbreviations -

AASHTO	American Association of State Highway and Transportation Officials
ASTM	American Society for Testing and Materials
KUB	Knoxville Utilities Board
TDOTSS	Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, 2015
 - 1.2 Approved (also "directed," "required," "permitted") shall mean as approved, directed, required or permitted by the Engineer, unless specified otherwise.
 - 1.3 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawing, and Specifications, by additions, deletions, clarifications or corrections.
 - 1.4 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. Included in the Bid Schedule which shall list all items to bid upon, and the total bid price for the Work.
 - 1.5 Bidder - Any person, firm, or corporation submitting a Bid for the Work.
 - 1.6 Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
 - 1.7 Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
 - 1.8 Contract Documents - The Contract including Advertisement for bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, Addenda, General Conditions, Supplemental General Conditions, and Certificate of Owner's Attorney.
 - 1.9 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
 - 1.10 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.
 - 1.11 Contractor - The person, firm, or corporation with whom the Owner has executed the Agreement.
 - 1.12 Drawings - The part of the Contract Documents which show the characteristics and scope of

- the Work to be performed and which have been prepared or approved by the Architect.
- 1.13 Engineer - The Director of Engineering or his duly authorized assistant or representative.
 - 1.14 Field Order - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Architect to the Contractor during construction.
 - 1.15 Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
 - 1.16 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the Work.
 - 1.17 Owner - City of Knoxville, Tennessee
 - 1.18 Plans - The approved Plans, profiles, cross-sections, working drawings and supplemental drawings which show the location, character, dimensions, and details of the construction to be performed.
 - 1.19 Project - The undertaking to be performed as provided in the Contract Documents.
 - 1.20 Resident Project Representative - The authorized representative of the Director of Engineering who is assigned to the Project site or any part thereof.
 - 1.21 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
 - 1.22 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
 - 1.23 Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
 - 1.24 Substantial Completion - That date as certified by the Architect when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
 - 1.25 Supplemental General Conditions - Modifications and Additions to General Conditions as deemed necessary by the Owner or Owner's Representative prior to inclusion in the Contract Documents.
 - 1.26 Suppliers - Any person, supplier, or organization who supplies materials or equipment for

the Work, including that fabricated to a special design, but who does not perform labor at the site.

- 1.27 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
- 1.28 Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.
2. Additional Instructions and Detail Drawings
 - 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Architect, as necessary to carry out the Work required by the Contract Documents.
 - 2.2 The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
3. Schedules, Reports, and Records
 - 3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning Work performed or to be performed.
 - 3.2 Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates at which we will start the various parts of the Work, estimated date of completion of each part and, as applicable:
 - 3.2.1 The dates at which special detail drawings will be required; and
 - 3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. Each such schedule to be subject to change from time to time in accordance with the progress of the Work.
4. Drawings and Specifications
 - 4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.
 - 4.2 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.

- 4.3 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Architect, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
5. Shop Drawings – Refer to Section 01.30.00 – Administrative Requirements in the Project Manual.
6. Materials, Services and Facilities
- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Architect.
- 6.5 The Contractor warrants that he has good title to all materials, supplies, and equipment used by him in the work. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.6 All materials required in the Work may be stored on the site subject to approval by the Architect, but all such materials and machinery shall be neatly and compactly stored in such a manner as to cause the least inconvenience to property owners and traffic. All fire hydrants, water and gas shut-off boxes, and other underground utility accesses must be kept free and unobstructed at all times. Proper lighting and signing must be provided to warn the traffic of any obstructions caused by the storage of materials or equipment upon public thoroughfares.
- 6.7 The Contractor shall make his own arrangements for delivery and handling of equipment and materials as he may require for the prosecution of the Work. The location of all temporary lines, roadways and similar facilities shall be subject to the approval of the Engineer and these shall be located and operated so as not to interfere with other work carried on by the Owner or by other Contractors. These temporary power lines, roadways or other facilities which the Contractor furnishes, installs, maintains, and removes may be used by the Owner or other Contractors at such reasonable times as may be directed by the Engineer.

- 6.8 Adequate sanitary facilities shall be provided by the Contractor. All such sanitary facilities shall conform to the requirements of the Tennessee Department of Public Health and the Knoxville-Knox County Health Department.
7. Inspection and Testing
- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards.
- 7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.
- 7.3 Where mill tests of materials are found necessary by the Architect to be used for acceptance, the Contractor shall furnish certified copies of such mill tests.
- 7.4 Where shop equipment performance tests are specified, the Architect shall be permitted to witness such tests. In the absence of a witnessed test, certified copies of shop tests shall be submitted at the discretion of the Architect.
- 7.5 The Owner shall provide all other inspection and testing services not required by the Contract Documents. No payment will be made to the Contractor for samples taken for tests, such as concrete cylinders, etc.
- 7.6 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Architect timely notice of readiness. The Contractor will then furnish the Architect the required certificates of inspection, testing or approval.
- 7.7 Neither observations by the Architect nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.8 The Architect and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.
- 7.9 If any Work is covered contrary to the written request of the Architect, it must if requested by the Architect, be uncovered for his observation and replaced at the Contractor's expense.
- 7.10 If any Work has been covered which the Architect has not specifically requested to observe prior to its being covered, or if the Architect considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor at the Architect's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Architect may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, testing and

reconstruction and an appropriate Change Order shall be issued.

8. Substitutions: Refer to Section 01.25.00 – Substitution Procedures in the Project Manual.
9. Patents
 - 9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.
10. Survey, Permits, Regulations
 - 10.1 The Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. Unless otherwise specified in the Contract Documents, the Architect shall furnish the Contractor all lines, profiles, grades and measurements necessary for proper construction of the project. The Contractor's attention is called to the fact that minor measurements incidental to the construction process will be made by the Contractor.
 - 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or negligent destruction by the Contractor, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
 - 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes in the Work.
 - 10.4 Construction and demolition debris must be disposed of in a state permitted and approved construction and demolition landfill (TDEC Class I, III, or IV).
 - 10.5 Debris shall be removed and transported in such a manner that prevents spillage on streets or adjacent areas. Federal, State and local regulations regarding hauling and disposal of waste shall apply.
11. Protection of Work, Property and Persons
 - 11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary

precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of Construction.

- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and not attributable directly or indirectly in whole or in part to the fault or negligence of the Contractor.
- 11.3 In emergencies affecting the safety of persons or the Work or property at the side or adjacent thereto, the Contractor, without special instruction or authorization from the Architect or Owner, shall act to prevent threatened damage, injury or loss. He will give the Architect prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.
- 11.4 In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in course of employment on work under the Contract.
- 11.5 The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
- 11.6 The Contractor shall, at his own expense, shore up and protect any buildings, bridges, or other public or private structures which may be encountered or endangered in the prosecution of the Work, and that may not be otherwise provided for, and he shall repair and make good any damages to such property by reason of his operations. All existing fences which due to prosecution of the Work that were removed shall be replaced by the Contractor. No extra payment will be made for said work or materials unless specified.
- 11.7 Contractor shall repair or replace at his own expense any property pins, bench marks, existing water pipes, sewers, drainage ditches and all plantings including grass that are damaged during construction. The site shall be left in its present condition after all clean up work has been done. Any damage to drainage or water pipes, local sewers, planting including grass, utilities, roads, parking space or other structures, shall be repaired and replaced immediately in the condition found. Such repairs and replacements shall be at the

expense of the Contractor.

- 11.8 Contractor will be required, at his own expense, to do everything necessary to support, protect and sustain all sewer, water or gas pipes; service pipes; electric lights; power, telephone or telegraph poles; conduits; and other fixtures laid across or along the site of the Work. The Architect, as well as the company or corporation owning said poles, pipes or conduits must be notified by the Contractor before any such fixtures are removed or molested. In case any of the said sewer, gas, or water pipes; service pipes; electric lights; power; telephone or telegraph poles; conduits; or other fixtures be damaged, they shall be repaired by the authorities having control of the same, and the expense of said repairs shall be deducted from the monies due or to become due the Contractor under this Contract.
- 11.9 Should it become necessary to temporarily change the position or remove poles, electric conduits, water pipes, gas pipes, or other pipes or wires, the Contractor shall notify the Architect and company or the corporation owning the said poles, pipes or conduits of the location and circumstances, and shall cease work if necessary until satisfactory arrangements have been made by the owners of the said poles, pipes, conduits or wires to properly care for the same. No claims for damages will be allowed on account of any delay occasioned thereby. The entire cost of such temporary changes or removal must be included in the unit or lump sum prices bid for the various items under this Contract.
- 11.10 Before, during and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flood or breakage, thereby permitting the Work to be left in a perfect condition at the completion of the Contract. No extra payment will be made for this work but the entire cost of the same shall be included in the price bid for the construction of the work done under this contract.
12. Supervision by Contractor
- 12.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.
13. Changes in the Work
- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. All Change Orders must be approved by the Owner and the Architect.
- 13.2 The Architect, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Architect unless the Contractor believes that such Field Order entitles him to

a change in Contract Price or Time, or both, in which event he shall give the Architect Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

13.3 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect approved by the Owner, and the claim presented with the first estimate after the change or extra work is done. When the Work is performed under the terms of Article 14 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

14. Changes in Contract Price

14.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

15. Time for Completion and Liquidated Damages

15.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

15.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration average climatic and economic conditions and other factors prevailing in the locality of the Work.

15.3 If a Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given Written Notice as such delay to the Owner or Owner's Representative.

15.4.1 To any preference, priority or allocation order duly issued by the Owner.

- 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- 15.4.3 To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.
16. Correction of Work
- 16.1 The Contractor shall promptly remove from the premises all Work rejected by the Architect for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.
- 16.3 If, in the opinion of the Architect, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Architect shall be equitable.
17. Subsurface Conditions
- 17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:
- 17.1.1 Subsurface or latent physical conditions at the site, differing materially from those indicated in the Contract Documents; or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract Documents.
- 17.2 The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, and equitable adjustment shall be made and the Contract Documents shall be modified by a Charge Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner may, if he determines the facts justify, consider and adjust any such claims asserted before the date of final payment.

- 17.3 If the Bidder wishes to make borings for his own use, the Owner will make the site of the Work available to the Bidder to do this exploratory work. Written permission must be obtained from the Architect before the Bidder begins Work on the site. Cost of such borings shall be at the expense of the Bidder.
18. Suspension of Work, Termination and Delay
- 18.1 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Architect on which Notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 18.2 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Architect, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Architect and incorporated in a Change Order.
- 18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Architect, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Architect fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Architect or awarded by arbitrators within thirty (30) days of its approval and presentation, then the

Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Architect has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the Owner and the Architect stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

- 18.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Owner's Representative to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Owner's Representative.
- 18.7 The Owner may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the Owner terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amount from the Owner, and the Owner shall have no further or other obligations to the Contractor: The amount due to the Contractor for work executed through the date of termination, not including any future costs, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Agreement had not been terminated.
19. Payments to Contractor
- 19.1 Payment by the Owner to the contractor will be made on a monthly basis. Work performed during the month will be submitted by the Architect for payment on or before the 10th day of the following month. Payment will then be made by the City of Knoxville Finance Department to the Contractor. The Owner shall retain five (5%) percent of all work covered by the Contract Documents.
- 19.2 The Contractor may request partial payment for materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site. Such a request shall be accompanied by supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance.
- 19.3 All Work covered by payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damage Work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.
- 19.4 Upon completion and acceptance of the Work, the Architect shall issue a certificate attached to the final payment request that the Work has been accepted by him under conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall

be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

- 19.5 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 19.6 No separate payment will be made for any items specified in the General Conditions, Supplementary General Conditions or the General Provision, Payments for such items shall be included in the unit price and lump sum prices bid by the Contractor for items listed in the Bid Schedule.
20. Acceptance of Final Payment as Release
- 20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in state amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.
21. Insurance Requirements for Contractors
- 21.1 Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.
- 21.2 *Commercial General and Umbrella Liability Insurance:* occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- a. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
 - b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - c. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
- 21.3 *Automobile Liability Insurance:* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- 21.4 *Workers' Compensation Insurance.* Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- 21.5 *Other Insurance Requirements.* Contractor shall:
- a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
 - b. Upon the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and

proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.

- c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- e. If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

(REMOVE THIS NOTE AFTER DESIGNER TELLS YOU WHICH IS THE CORRECT \$ AMOUNT FOR THE PROJECT IN 21.6. REMEMBER TO REMOVE HIGHLIGHTING.)

- 21.6 Excess Liability Insurance: Contractor shall maintain excess liability insurance in addition to the insurance specified above with a limit of not less than \$2,000,000.00 each occurrence. This coverage shall be on a follow form basis.

(REMOVE THIS NOTE AFTER DESIGNER TELLS YOU WHAT PARTS OF 21.7 – 21.11 SHOULD REMAIN IN GC. REMEMBER TO REMOVE HIGHLIGHTING.)

To be added as applicable:

- 21.7 Maintain liability coverage that shall include completed operations coverage, and Contractor shall maintain such coverage for a period of 5 years from the date of final acceptance of the project.
- 21.8 The general liability policy (or separate Asbestos Abatement policy) shall be endorsed to include the following provisions:
1. Coverage for asbestos abatement operations as described by the contract;
 2. Pollution coverage as respects asbestos for all phases of the abatement process.
 3. Coverage for the placement and movement of hazardous materials from the project site to the final disposal location.
 4. Asbestos bodily injury coverage for employees of the City, general contractor and subcontractors so long as their designated job duties do not require them to be in the regulated asbestos abatement area; and
 5. Waiver of subrogation in favor of the City.
- 21.9 **Builders' Risk Insurance.** Contractor shall procure and shall maintain or shall cause to be procured and maintained Builders' Risk Insurance on a replacement cost basis during the construction of the project. Insurance is to be on an "all risks" basis and shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's services and expenses required as a result of such insured loss. Insurance is to cover all property of Contractor (and its subcontractors) and the City of Knoxville at the construction site. Coverage shall cover the completed value of the construction including without limitation, slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted. This coverage shall be issued on a completed value form basis for 100% of the insurable replacement value of the project. Such policy shall provide that any loss thereunder shall be payable to Contractor, the City of Knoxville, and others as their interests may appear and shall also have a replacement cost endorsement. The insurer shall waive all rights of subrogation against the City. Partial occupancy or use shall not commence until the insurance company or companies providing the insurance have consented to such partial occupancy or use by endorsement or otherwise. Contractor shall be responsible for the deductible in the event of a loss.
- 21.10 *Environmental Impairment Liability.* Contractor shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- 21.11 *Pollution Liability Insurance.* Contractor should procure pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:

1. The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by the City.
3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

22. Contract Security

- 22.1 The Contractor shall within fifteen (15) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

23. Assignments

- 23.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.
- 23.2 In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work call for in this contract.

24. Indemnification Clause

- 24.1 Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages

alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

- 24.2 Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.
- 24.3 Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.
- 24.4 The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.
25. Separate Contracts
- 25.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Architect any defects in such Work that render it unsuitable for such proper execution and results.
- 25.2 The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (Or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.
- 25.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves in additional expense or entitles him to an extension of the Contract Time, he may make claim therefore as provided in Sections 14 and 15.

26. Subcontracting
- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. Work shall not be awarded to the Subcontractor without prior approval of the Owner.
- 26.2 The Contractor shall not award Work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
- 26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.
27. Architect's Authority
- 27.1 The Architect shall work in conjunction with the Owner's Representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Architect will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- 27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory of fabrication plant of the source of material supply.
- 27.3 The Architect will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The Architect shall promptly make decisions relative to interpretation of the Contract Documents.
- 27.5 The Architect may appoint inspectors as he desires. An inspector is placed on the Work to keep the Architect informed as to the progress and manner in which construction is being done, and to assure adherence by the Contractor to the Drawings and Specifications. The inspector will have the authority to reject defective materials and to suspend any construction that is being improperly done, subject to final decision of the Architect. The inspector will not have the authority to revoke, alter, enlarge or relax the provisions of these conditions, or to issue instructions contrary to Drawings and Specifications.
28. Land and Rights-of-Way

- 28.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 28.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.
29. Guaranty
 - 29.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion.
30. Taxes
 - 30.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.
31. Traffic Control
 - 31.1 The Contractor shall submit to the City of Knoxville Traffic Engineer a traffic control plan for the roadways within the project area. The Contractor shall not begin construction until the traffic control plan has been approved by the Traffic Engineer. Flagmen, barricades, signs and traffic control furnished by the Contractor shall conform to the standards established in the latest edition of the "Manual on Uniform Traffic Control Devices," published by the U.S. Department of Transportation.
32. Job Offices and other Temporary Buildings - Refer to Section 01.50.00 – Temporary Facilities and Controls in the Project Manual.
 - 32.2 No shanties, camps or buildings for the housing of men employed on the Work shall be erected on land owned or leased by the Owner unless a permit, in writing, is secured from the Engineer allowing their construction. Should permission be asked and granted, the Contractor must comply with all regulations regarding the construction and maintenance of such buildings.
33. Work by Utilities
 - 33.1 During the life of the contract, the Knoxville Utility Board Bureau of Water, Bureau of Gas and Bureau of Electricity; BellSouth Telephone Company, Scripps-Howard Cable Television, Traffic Engineering Department, and Service Department may install or adjust their respective utilities in the project area and work shall be performed by the Contractor in cooperation with the Utilities. The Contractor shall be responsible for the coordination of his work with the respective Utility Owner.

- 33.2 Any costs for relocation of the Utility during construction such as power poles, etc. to facilitate the work of the Contractor for the convenience of the Contractor shall be borne by the Contractor.
34. Maintenance
- 34.1 The Contractor shall undertake to provide reasonable maintenance for those items listed below and cost of said work shall be included in the unit or lump sum prices bid for the various items of Work under this Contract, and the manner of providing for this work shall meet with the approval of the Architect:
- 34.1.1 The Contractor shall make ample provisions for both vehicular and pedestrian traffic on any public road. Effort must be made to minimize by-passing traffic during construction.
- 34.1.2 The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling any sewage, seepage, storm, surface and flood flows which may be encountered at any time during the construction of the Work.
- 34.1.3 The Contractor shall lay and maintain temporary driveways, culverts, and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.
- 34.1.4 The Contractor will minimize siltation and bank erosion during construction.
- 34.2 The contractor will be required to restore all street surfaces and utilities damaged by his operations to as good condition as they were previous to the work. He will be required to maintain all improvements, constructed by him, in good condition until they are accepted by the Engineer.
35. Estimate of Quantities – NOT USED
36. Air Pollution and Dust Control
- 36.1 The contractor shall comply with all air pollution control rules, regulations, ordinances, and statues which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statues, specified in the Tennessee Department of Public Health's, "Air Pollution Control Regulations" or any municipal regulations pertaining to air pollution.
- 36.2 All available precautions shall be taken to control dust. When the Architect judges dust to be a problem, the Contractor shall control the dust by sprinkling, by applying calcium chloride, or by other methods as directed. Payment for dust control will be made at the applicable contract unit prices for the various items used and said contract unit prices will be full compensation for furnishing all materials, equipment, tools, labor and incidentals required to control dust. No additional compensation will be allowed for any costs incurred due to delays caused by necessary dust control operations.
37. Care of Work
- 37.1 The Contractor expressly undertakes at his own expense:

- a. To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
 - b. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- 37.2 The Owner expressly disclaims any responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing structures and pipelines and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, said structures and pipelines being shown only for the convenience of the Contractor who must verify the information to his own satisfaction. The giving of this information upon the Drawings will not relieve the Contractor of his obligations to support and protect all pipelines and other structures which may be encountered during the construction of the Work and to make good all damages done to such pipelines and structures.
38. Tennessee One Call
- 38.1 The Contractor shall notify Tennessee One Call (1-800-351-1111) 3 working days prior to any excavation in public street right-of-way. This is a requirement of Tennessee state law to protect facilities located within the right-of-way.
39. Notice of City Procurement Code Prohibitions
- 39.1 It shall be unlawful for any employee of the City to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:
 - (1) The employee or the employee's immediate family;
 - (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
 - (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.
- 39.2 It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any

contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

39.3 It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from other person, anything of a pecuniary value for or because of:

- (1) Any official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a City employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2021 goal is to conduct 5.35% of its business with minority-owned businesses, 9.5% of its business with women-owned businesses, and 38.4% with small businesses.

While the City cannot engage (pursuant to state law), in preferential bidding practices, the city does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the city meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/consultant statement.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

_____ do certify that on the
(Project Name)
(\$ _____)
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

SPECIAL CONDITIONS

General

All bidders must submit with their bid a non-collusion affidavit as contained in these documents.

Where there appears to be a discrepancy between the Special Conditions and any other part of the Contract documents and Specifications these Special Conditions shall govern.

The Contractors attention is called to the fact that in some instances reference may be made in the Technical Specifications to the 2006 edition of the Tennessee Department of Highway Standard Specifications for Road and Bridge Construction. This reference, if made, is amended to refer to the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (TDOTSS) dated January 1, 2015, and any current revisions and special provision thereto.

The City of Knoxville reserves the right to increase or decrease quantities for the items listed in the Bid Proposal and also add or delete from the proposed construction.

Materials Testing and Sampling:

Materials for construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All testing, sampling, and inspection of materials, as described below, shall be provided and paid for by the Contractor. All materials testing shall utilize methods as detailed in the technical specifications or as approved by the Architect. Personnel performing materials testing shall be properly certified and approved by the Architect. It is the Contractor's responsibility to take said samples to an approved independent laboratory and obtain test results. A minimum of three copies of all test results shall be provided to the Architect to verify conformance to contract specifications.

In addition to materials testing required of the Contractor by the Contract Documents, the following materials testing shall be as described below:

Grading:

Borrow excavation shall be tested to determine maximum density and optimum moisture content in accordance with AASHTO Designation T 99, Method C.

Concrete:

Concrete shall be tested for slump, air entrainment, temperature and compressive strength for the first load of concrete delivered on the project. If the first load of concrete does not meet specifications, then each load delivered thereafter will be tested for slump, air entrainment and temperature until the concrete meets specifications. Once the concrete meets specifications, then it shall be tested for slump, air entrainment, temperature and compressive

strength a minimum of every fifth load of concrete delivered or as indicated in the Contract Documents. Compressive strength testing shall consist of four (4) cylinders and tests performed at ages of 7, 28, 28 days and one reserve cylinder. Compressive strength tests shall be in accordance with AASHTO Designation T 22 and T 23. Air entrainment testing shall be in accordance with AASHTO Designation T 152. Slump testing shall be in accordance with AASHTO Designation T 119.

Core Drilling

The City of Knoxville reserves the right to coredrill any pavement section and have the core evaluated for compliance with the appropriate specifications. The cost of such coring and testing shall be borne by the Contractor. These costs to the City of Knoxville shall be deducted from monies earned or to be earned by the Contractor.

Measurement

The Contractor will reconcile each day with the City of Knoxville Project Representative, materials incorporated into construction during that day, or materials shipped to the project and adequately stored and protected for which the Contractor requests payment.

The Contractors attention is specifically directed to Tennessee Code Annotated 47-26-101 Et seq. governing certification and bond of scale operators. The provisions of this code as well as all other Federal, State and City of Knoxville laws, ordinances, rules and regulations that are applicable to the construction of the project shall apply throughout the construction of the project. The City of Knoxville reserves the right to direct the contractors hauling units to a state, city or commercially owned scale to verify weights provided by the Contractor.

Tennessee One Call

Contractor shall notify Tennessee One Call prior to excavation on street right-of-way according to Tennessee State Law (1-800-351-1111).

Title VI Compliance

All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.

SECTION 00.41.00
BID FORM

PART 1 GENERAL

1.01 TO: CITY OF KNOXVILLE

1.02 FOR: PUBLIC SAFETY COMPLEX – BID PACKAGE 03.1

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name _____

1. Address _____

2. City, State, Zip _____

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by McCarty Holsaple McCarty for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. For Bid Package 3.1: _____ dollars

(\$ _____), in lawful money of the United States of America.

C. For Bid Package 4.1: _____ dollars

(\$ _____), in lawful money of the United States of America.

D. For Bid Package 5.1: _____ dollars

(\$ _____), in lawful money of the United States of America.

E. We have included the required security deposit as required by the Instruction to Bidders.

F. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

G. All applicable Federal, State and Local taxes are included in the Bid Sum.

H. All Cash and Contingency Allowances described in Section 01.21.13 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, the Work shall be completed by May 1, 2022. Work continuing after this date will be subject to Liquidated Damages.

1.08 ALTERNATES

- A. Alternate No. 1: Removal of Firing Range from Project Scope
a. Deduct _____ (\$ _____)
- B. Alternate No. 2: Pre-engineered Firing Range.
a. Deduct _____ (\$ _____)
- C. Alternate No. 3: Hydrostop Coating on Central Annex roof.
a. Deduct _____ (\$ _____)
- D. Alternate No. 4: Hydrostop Coating on Women's Pavilion roof.
a. Deduct _____ (\$ _____)
- E. Alternate No. 5: Removal of finish out of Police Academy Suite.
a. Deduct _____ (\$ _____)
- F. Alternate No. 6: Removal of finish out of Pension Suite.
a. Deduct _____ (\$ _____)
- G. Alternate No. 7: Removal second vehicle processing garage.
a. Deduct _____ (\$ _____)

1.09 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed.
- B. Item Description:
1. Interior Signage - Supply and install additional Sign Type D. \$ _____ /sign.
 2. Interior Signage - Supply and install additional Sign Type E. \$ _____ /sign.
 3. Interior Signage - Supply and install additional Sign Type F. \$ _____ /sign.
 4. Rock Excavation – Open; in open excavation, removal from site and legal disposal of unsuitable material. \$ _____ /CY
 5. Rock Excavation - Trenches; in trenches and pits, removal from site and legal disposal of unsuitable material. \$ _____ /CY
 6. Unsuitable Soil; Excavation beyond indicated subgrade elevations due to unsuitable subgrade conditions, removal from site and legal disposal of unsuitable material. \$ _____ /CY
 7. Borrow Material as Fill; Procurement, hauling, placement and compaction of off- site borrow soil material, acceptable for use as fill. \$ _____ /CY
 8. Excavation of Unsuitable Soil, Relocation and Compaction On-site; Excavation beyond indicated subgrade elevations due to unsuitable subgrade conditions, relocation and compaction on-site. \$ _____ /CY
 9. Compacted Granular Fill: Procurement, hauling, placement of off-site granular fill material, acceptable for use as fill in excess of indicated of reasonably inferred quantities \$ _____ /Ton.
 10. Additional Footing Concrete/Flowable Fill; Procurement, hauling, placement of additional footing concrete, when required to address field conditions. \$ _____ /CY
 11. Additional Mortar Joints – Vertical Surfaces: Repointing of mortar joints on vertical exterior wall surfaces. \$ _____ /10 lineal feet.
 12. Additional Mortar Joints – Inclined Surfaces: Repointing of mortar joints on vertical exterior wall surfaces. \$ _____ /10 lineal feet.
 13. Additional Brick Masonry Units: Removal and replacement of brick masonry units. \$ _____ /20 brick.
 14. Additional Masonry Control Joint: Cleaning and resealing of exterior masonry control joints. \$ _____ /10 lineal feet.

1.10 CHANGES TO THE WORK

- A. When the Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. _____ percent overhead and profit on the net cost of our own Work;
 2. _____ percent on the cost of work done by any Subcontractor.

1.11 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____
 2. Addendum # _____ Dated _____
 3. Addendum # _____ Dated _____
 4. Addendum # _____ Dated _____
 5. Addendum # _____ Dated _____

1.11 BID FORM SUPPLEMENTS

- A. The required Supplements are attached to this Bid Form and are considered an integral part of this Bid Form.

1.12 BID FORM SIGNATURES

- A. Bidder (print the full name of your firm)

was hereunto affixed in the presence of:

- B. _____
(Authorized signing officer, Title)

- C. _____
(Authorized signing officer, Title)

1.13 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION 00.41.13

SECTION 00.43.12
BID ENVELOPE COVER

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The form of the Bid Envelope Cover.

1.02 RELATED REQUIREMENTS

- A. Section 00.41.13 – Bid Form
- B. Section 00.00.00 – City of Knoxville Contracting Forms

1.03 FORM OF THE BID ENVELOPE COVER

- A. The accompanying Bid Envelope Cover shall be filled out completely and affixed to the exterior of the Bidder's sealed envelope that contains the Bid. Failure to do so, may result in the disqualification and/or rejection of the submitted Bid.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION 01.40.00

**SECTION 01.21.13
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cash Allowances for Work to be provided and installed by the Contractor. All Allowances shall be included in the Contract Sum on Line 1.01.D.1 of the Bid Form.

1.02 ALLOWANCES SCHEDULE

- A. Provide an allowance of \$1,300,000 for the procurement and placement of backfill described in previously issued Bid Package 02, to be performed by a subcontractor named by the City of Knoxville.
 - 1. Refer to Sheet C000 for additional information.
- B. Provide an allowance of \$100,000 for the completion of building demolition described in previously issued Bid Package 02, to be performed by a subcontractor named by the City of Knoxville.
- C. Provide an allowance of \$500,000 to be used as an Owner's Contingency.
- D. Provide an allowance of \$3,000 for the design, fabrication and installation of a bronze project plaque, to be placed at the main entrance of the building. Refer to Section 10.14.00 – Signage.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION 01.21.13

SECTION 09.67.23
RESINOUS FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. High Performance Resinous Flooring System with integral cove base.
- B. Accessories

1.02 RELATED REQUIREMENTS

- A. Section 03.30.00 – Cast In Place Concrete.
- B. Section 07.92.00 - Joint Sealants: for sealants installed at joints in resinous flooring systems.

1.03 REFERENCE STANDARDS

- A. ASTM International:
 - 1. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating.
 - 2. ASTM D4259 - Standard Practice for Abrading Concrete.
 - 3. ASTM D638 – Standard Test Method for Tensile Properties of Plastics
 - 4. ASTM D790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - 5. ASTM D2240 – Standard Test Method for Rubber Property—Durometer Hardness
 - 6. ASTM D648 – Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position
 - 7. ASTM D4226 – Standard Test Methods for Impact Resistance of Rigid Poly(Vinyl Chloride) (PVC) Building Products
- B. International Concrete Repair Institute:
 - 1. ICRI Guideline 03732 - Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings and Polymer Overlays.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Samples for Initial Selection: For each type of exposed finish required.
- C. Samples for Verification: For each resinous flooring system required, 6 inches square, applied to a rigid backing by Installer for this Project.
- D. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.
- E. Material Certificates: For each resinous flooring component, from manufacturer.
- F. Material Test Reports: For each resinous flooring system.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of flooring systems required for this Project.
 - 1. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.
- B. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, from single source from single manufacturer. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- C. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Apply full-thickness mockups on 48-inch square floor area selected by Architect.
 - a. Include 48-inch length of integral cove base with inside and outside corner.
 - 2. Simulate finished lighting conditions for Architect's review of mockups.

3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

D. Pre-installation Conference:

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

1.04 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application unless manufacturer recommends a longer period.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable manufacturers:
 1. Laticrete International, Inc., One LATICRETE Park North, Bethany, CT 06524-3423, USA; Tel: 800-243-4788; www.laticrete.com.
 2. Carboline Company, 2150 Schuetz Rd, Saint Louis, MO; Tel: 314-644-1000; Email: request info (cbratsos@carboline.com); Web: www.Carboline.com
 3. Dur-A-Flex, Inc., 95 Goodwin Street, East Hartford, CT 06108; Tel: 877-251-5418; www.dur-a-flex.com.
 4. Stonhard., 1000 E. Park Ave., Maple Shade , NJ 08052; Tel: 800-257-7953; www.stonhard.com.
 5. Substitutions: See Section 01.25.00 – Substitution Procedures.

2.02 HIGH PERFORMANCE RESINOUS FLOORING

- A. Resinous Flooring: Abrasion-, impact- and chemical-resistant, high-performance, resin-based, monolithic floor surfacing designed to produce a seamless floor and integral cove base.
 1. Basis-of-Design Product: HP Spartacote, Sparta-Guard PURE™ VOC-Free Solid Color Industrial Flooring.
- B. System Characteristics:
 1. Color and Pattern: As selected by Architect from manufacturer's full range.
 2. Wearing Surface: Manufacturer's standard wearing surface.
 3. Overall System Thickness: 9 mils.
- C. Primer / Body Coats:
 1. Resin: Polyaspartic Aliphatic Polyurea
 2. Formulation Description: Ultra-High solids.
 3. Application Method: Roller, Squeegee or Broom.
 - a. Thickness of Coats: 8 Mils. DFT
 - b. Number of Coats: One.
- D. Mid-Coat:
 1. Resin: Polyaspartic Aliphatic Polyurea
 2. Formulation Description: Ultra-High Solids
 3. Application Method: Roller, Squeegee, Broom
 - a. Thickness of Coats: 8 mils
 - b. Number of Coats: One
- E. Top-Coat:
 1. Resin: Polyaspartic Aliphatic Polyurea
 2. Formulation Description: Ultra-High Solids
 3. Application Method: Roller, Squeegee, Broom
 - a. Thickness of Coats: 8 mils

- b. Number of Coats: One
- 4. Aggregates: Incorporate Sparta-Grip™ traction additive as needed for increased traction COF
- F. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:
 - 1. Adhesion: 400+ concrete fracture per ASTM D 4541.
 - 2. Tensile Strength: 4,500-5,000 per ASTM D 638.
 - 3. Impact Direct/Reverse: 160/160 per ASTM D 2794 Inch Pounds.
 - 4. Abrasion Resistance: 22-28 maximum weight loss per ASTM D 4060.
 - 5. Flammability: Self-extinguishing per ASTM D 635.
 - 6. Hardness: 84, Shore D per ASTM D 2240.
- G. System Chemical Resistance: As per manufacturer's chemical resistance chart

2.03 ACCESSORIES

- A. Waterproofing Membrane: For concrete slabs exhibiting elevated moisture vapor emission rates (> 3 lbs over 1000 sq ft in 24 hours).
 - 1. Formulation Description: 100% Solids Chemically Enhanced Epoxy.
- B. Patching and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.
- C. Joint Filler Material: Flexible polyuria joint filler or similar product.
- D. Traction Additive: Traction additive material available in 40,60 and 100 mesh sizes.

PART 3 EXECUTION

3.01 PREPARATION

- A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry substrate for resinous flooring application.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 - 1. Roughen concrete substrates as follows:
 - a. Mechanically profile surfaces with an apparatus that abrades the concrete surface to a profile as specified by system application guide.
 - b. Comply with ASTM C 811 requirements unless manufacturer's written instructions are more stringent.
 - 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
 - 3. Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with application of resinous flooring only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. of slab area in 24 hours.
 - b. Perform plastic sheet test, ASTM D 4263. Proceed with application only after testing indicates absence of moisture in substrates.
 - c. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
 - 4. Alkalinity and Adhesion Testing: Verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- D. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- E. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written instructions.

3.02 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum inter-coat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.
- B. Apply waterproofing membrane, where indicated, in manufacturer's recommended thickness.
 - 1. Apply waterproofing membrane to integral cove base substrates.
- C. Integral Cove Base: Where indicated, Apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, and topcoating of cove base. Round internal and external corners.
 - 1. Integral Cove Base: 4 inches high.
- D. Apply primer and body coats in thickness indicated for flooring system.
- E. Apply topcoats in number indicated for flooring system and at spreading rates recommended in writing by manufacturer.

3.03 FIELD QUALITY CONTROL

- A. Core Sampling: At the direction of Owner and at locations designated by Owner, take one core sample per 1000 sq. ft. of resinous flooring, or portion of, to verify thickness. For each sample that fails to comply with requirements, take two additional samples. Repair damage caused by coring and correct deficiencies.
- B. Material Sampling: Owner may at any time and any number of times during resinous flooring application require material samples for testing for compliance with requirements.

3.03 PROTECTION

- A. Protect resinous flooring from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.

END OF SECTION 09.67.23



AGENDA

Project: 19018_COK Public Safety Complex
Date: 10 February 2021
Topic: Pre-Bid Meeting

ADMINISTRATIVE AGENDA ITEMS:

1. Introductions.
 - a. Remind Bidders to sign-in via the zoom chat box with their names, company and email address.
 - b. Bid's accepted from Prequalified Contractor's only.
2. Confirm that Bidders know where to obtain a full set of Bid Documents and Addenda to date.
 - a. City Procurement Website (link in specifications)
 - b. Knox Builders Exchange
 - c. ACS Document Imaging
 - d. Can be submitted to the following if needed:
 - i. AGC of East Tennessee
 - ii. ConstructConnect
 - iii. McGraw Hill Dodge Plan Room
3. Review sequence and timetable for questions and Addenda, and remind Bidders that no changes are binding and no clarifications are reliable unless confirmed in writing by Addenda.
 - a. Thursday, 02/25/21 (2:30pm) – Last day for questions to be submitted (5 days prior to Bid Due Date).
 - b. Monday, 03/01/21 (2:30pm) – Last Addenda issued (3 days prior to Bid Due Date).
4. Review special bid structure such as Allowances, Alternates, and Unit Prices, if applicable.
 - a. Allowances
 - i. All Allowances shall be included in the BASE BID, unless noted otherwise. Refer to Section 01 21 13.
 - ii. \$1,300,000 – For the procurement and placement of backfill described in previously issued Bid Package 02, to be performed by a subcontractor named by the City of Knoxville (Refer to Sheet C000).
 - iii. \$100,000 – For the completion of building demolition described in previously issued Bid Package 02, to be performed by a subcontractor named by the City of Knoxville.
 - iv. \$500,000 – Owner's Contingency
 - v. \$3,000 - For the design, fabrication and installation of a bronze project plaque, to be placed at the main entrance of the building (Refer to Section 10.14.00 – Signage).
5. Unit Prices – Refer to Section 01 22 00.
 - a. Forthcoming changes to Unit Prices that could include providing baseline quantities that are included in the Base Bid.
6. Alternates – Refer to 01 21 13.
 - a. #01: Removal of Firing Range from Project Scope (BP3)
 - b. #02: Addition of Pre-engineered Firing Range (BP4).
 - c. #03: Hydrostop Coating on Central Annex roof (BP3).
 - d. #04: Hydrostop Coating on Women's Pavilion roof (BP3).
 - e. #05: Removal of finish out of Police Academy Suite (BP3).
 - f. #06: Removal of finish out of Pension Suite (BP3).
 - g. #07: Removal second vehicle processing garage (BP3).
7. Remind Bidders that conditional and qualified bids are not acceptable.
8. Confirm Bid Date, time, and location.
 - a. Bids are due on Thursday, 03/04/20 by 2:00pm for the City of Knoxville's by the Purchasing Division of the City of Knoxville, acting for the Mayor, in Room 667-674, City County Building, 400 Main Avenue, Knoxville, Tennessee, 37902
 - b. OR, bids can be submitted electronically through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. All proposers must register as a vendor in order to submit an electronic file. Review file naming requirements for digital upload (can be scanned with original to follow).
 - c. The Bid Opening proceedings will be available via Zoom.

- d. Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of, among other things, the sum of the Base Bid for each Bid Package and Alternates accepted.
- 9. Review Bid Envelope and contents.
 - a. Bid Envelope Cover (Section 00 43 12)
 - b. Bid Form (Section 00 41 00) – Walk through form.
 - c. Addenda Receipt Form – Part of Bid Form.
 - d. Form of Non-Collusion Affidavit of Prime Bidder
 - e. Form of Bid Bond
 - f. Form of Certificate of Owner’s Attorney
 - g. Drug-Free Workplace Affidavit
 - h. Iran Divestment Act Form
 - i. Subcontractor/Consultant Statement from the Diversity Business Enterprise Program
- 10. Review Insurance Requirements and Builder’s Risk
- 11. Tax Exemption Status
- 12. E-Builder License – Contractor Fees to be covered in Bid.
- 13. QE2 - Environmental and Shield – Geotechnical
- 14. Permit fees waived
- 15. Budget for BP3, BP4, and BP5

PROJECT SPECIFIC AGENDA ITEMS:

- 16. Review status of Authorities Having Jurisdiction reviews and approvals.
 - a. Pending: City of Knoxville – Building Codes Department (Final review comments submitted for review)
 - b. Approved: City of Knoxville – Board of Zoning Appeals (Variance granted)
 - c. Approved: TDEC – SWPPP (Addendum to SWPP to be submitted to include awarded contractor for BP3 and BP4)
- 17. Present briefly the overall scope of work of the project and Contract Time, emphasizing structured time phases, site access restrictions, if applicable.
 - a. Project Completion by May 1, 2022.
 - b. Review Site Plan
 - i. BP3, BP4, and BP5 scopes
 - ii. Bid Package 2 Scope that will now be in Bid Package 3
 - 1. Remaining Central Wing Demolition (Allowance)
 - 2. Remaining Backfill (Allowance + coordination waterproofing by LMU on adjacent tower)
 - c. Review Floor Plans
 - i. Campus Buildings and program overview (plan naming convention)
 - ii. Lighting Prequalification
 - d. Systems Overview

CLOSING AGENDA ITEMS:

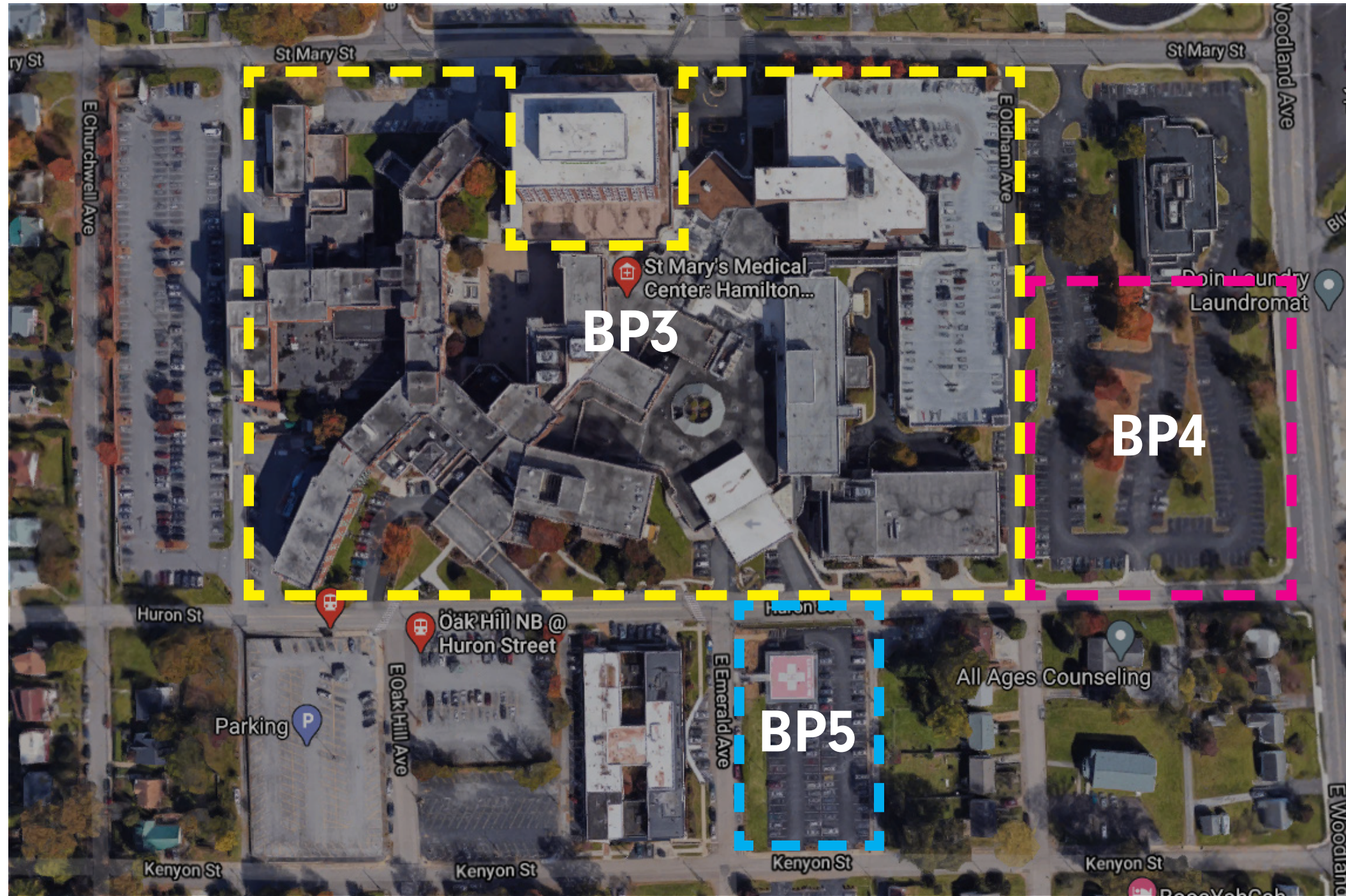
- 18. Bidder questions, clarifications, and concerns.
 - a. All questions to be submitted to Penny Owens, powens@knoxvilletn.gov and will be answered via Addendum.
 - b. Remind everyone to submit their questions and clarifications in writing for clarity.
- 19. Substitution Request forms included in specifications must be completed in full and signed for consideration.
 - a. All substitution request to be submitted to Penny Owens, powens@knoxvilletn.gov and will be answered via Addendum.
- 20. Remind all attendees that they need to complete the sign-in sheet to be counted present for this meeting.
- 21. Schedule tours of the site through David Kearley, david.kearley@skanska.com, 615-490-2788.

END OF PREBID AGENDA

KNOXVILLE PUBLIC SAFETY COMPLEX

**PRE-BID MEETING
FEBRUARY 10, 2021**

**PROJECT
SITE**



OVERALL SITE

OVERALL SITE CONDITION



- CLARK TOWER (LMU)
- OLD ST. MARY'S HOSPITAL (KCDC)
- CENTRAL WING (DEMO)
- PROFESSIONAL OFFICE BUILDING - POB (KPD)
- CENTRAL ANNEX - CA (COURT, PENSION, KPD)
- WOMEN'S PAVILION - WP (KFD, E911)
- OLDHAM PARKING LOT (BP4)
- HURON PARKING LOT (BP5)

FLOOR PLANS

PROGRAM HIGHLIGHTS

WOMEN'S PAVILION



KNOXVILLE FIRE WP LEVEL 1

LEGEND / KEY NOTES

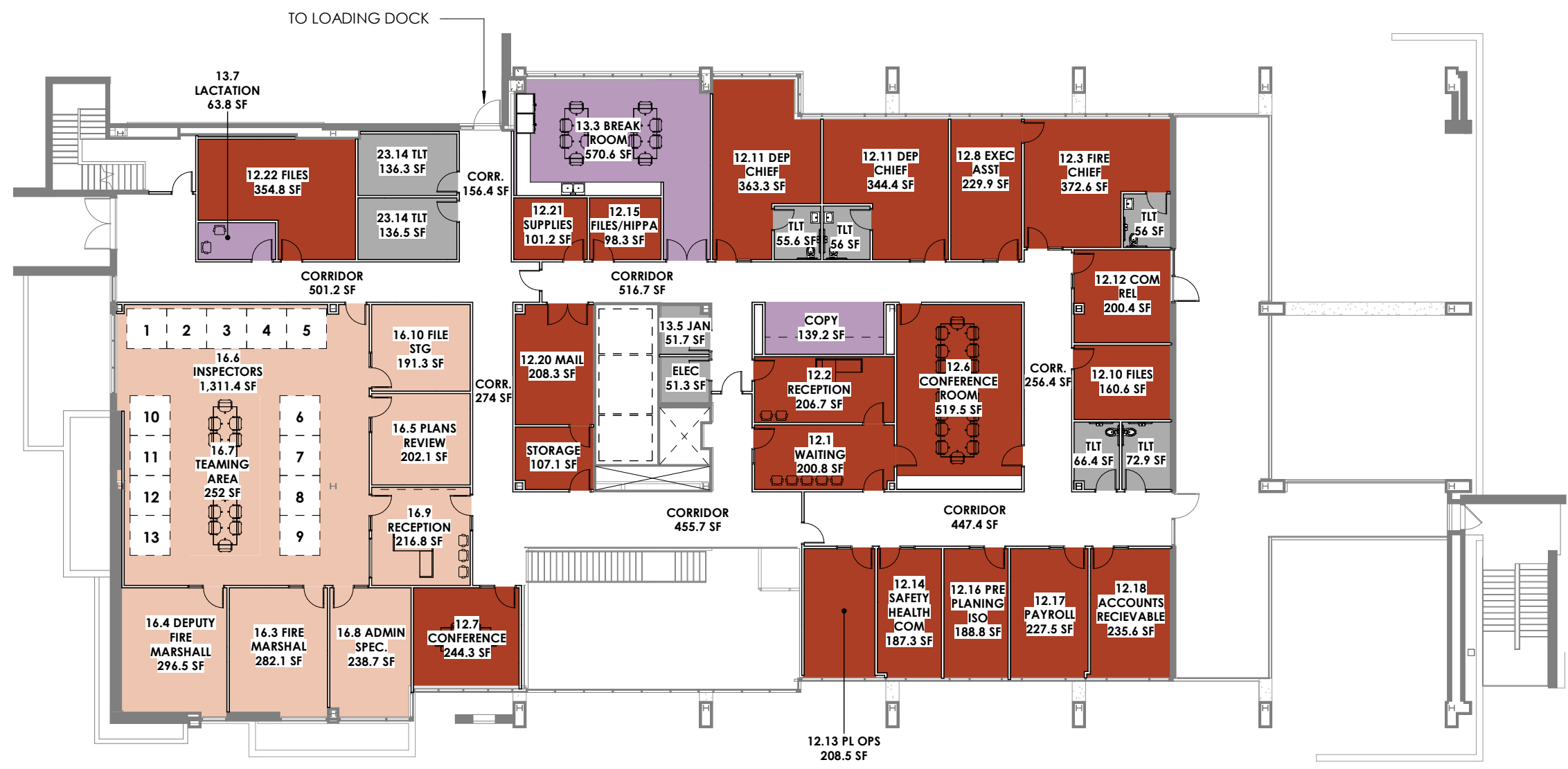
- SHARED SERVICES
- EMS/PUBLIC FIRE EDUCATION
- PUBLIC LOBBY
- BUILDING SUPPORT



KNOXVILLE FIRE WP LEVEL 2

LEGEND / KEY NOTES

- SHARED SERVICES
- FIRE ADMINISTRATION
- FIRE PREVENTION
- BUILDING SUPPORT



KNOXVILLE E911 WP LEVEL 3

LEGEND / KEY NOTES

- SHARED SERVICES
- E911
- BUILDING SUPPORT



PROGRAM HIGHLIGHTS

CENTRAL ANNEX



KNOXVILLE POLICE CA LEVEL LL3

LEGEND / KEY NOTES

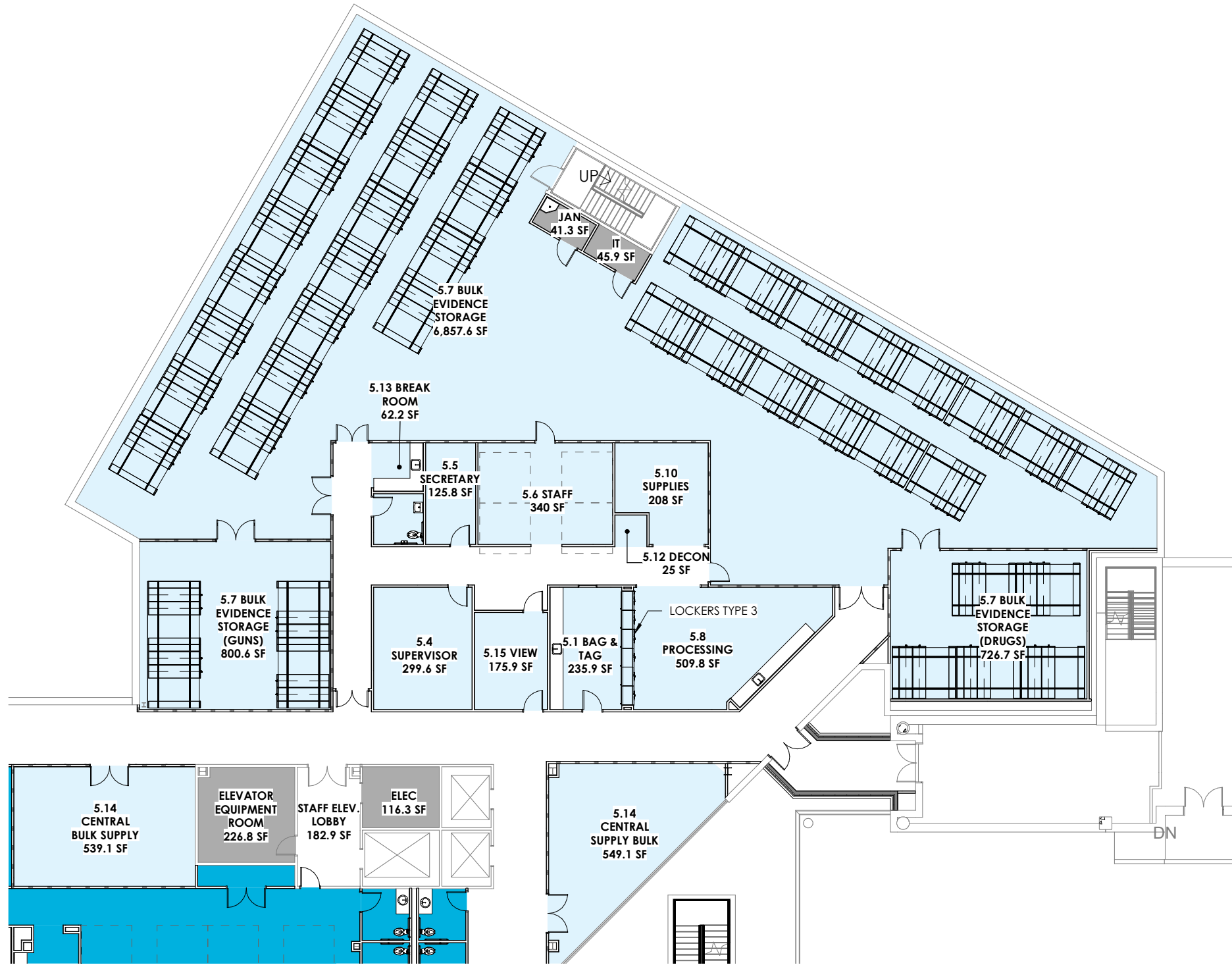
- PROPERTY MANAGEMENT
- CRIMINAL INVESTIGATION
- BUILDING SUPPORT



KNOXVILLE POLICE CA LEVEL LL3

LEGEND / KEY NOTES

- PROPERTY MANAGEMENT
- CRIMINAL INVESTIGATION
- BUILDING SUPPORT



KNOXVILLE POLICE CA LEVEL LL3

LEGEND / KEY NOTES

- PROPERTY MANAGEMENT
- CRIMINAL INVESTIGATION
- BUILDING SUPPORT



KNOXVILLE POLICE CA LEVEL LL2

LEGEND / KEY NOTES

- KNOXVILLE MUNICIPAL COURT
- RECORDS/TELESERVE
- INTERNAL AFFAIRS
- SHARED SERVICES
- PENSION
- BUILDING SUPPORT
- FUTURE / SHELL SPACE



PENSION CA LEVEL LL2

LEGEND / KEY NOTES

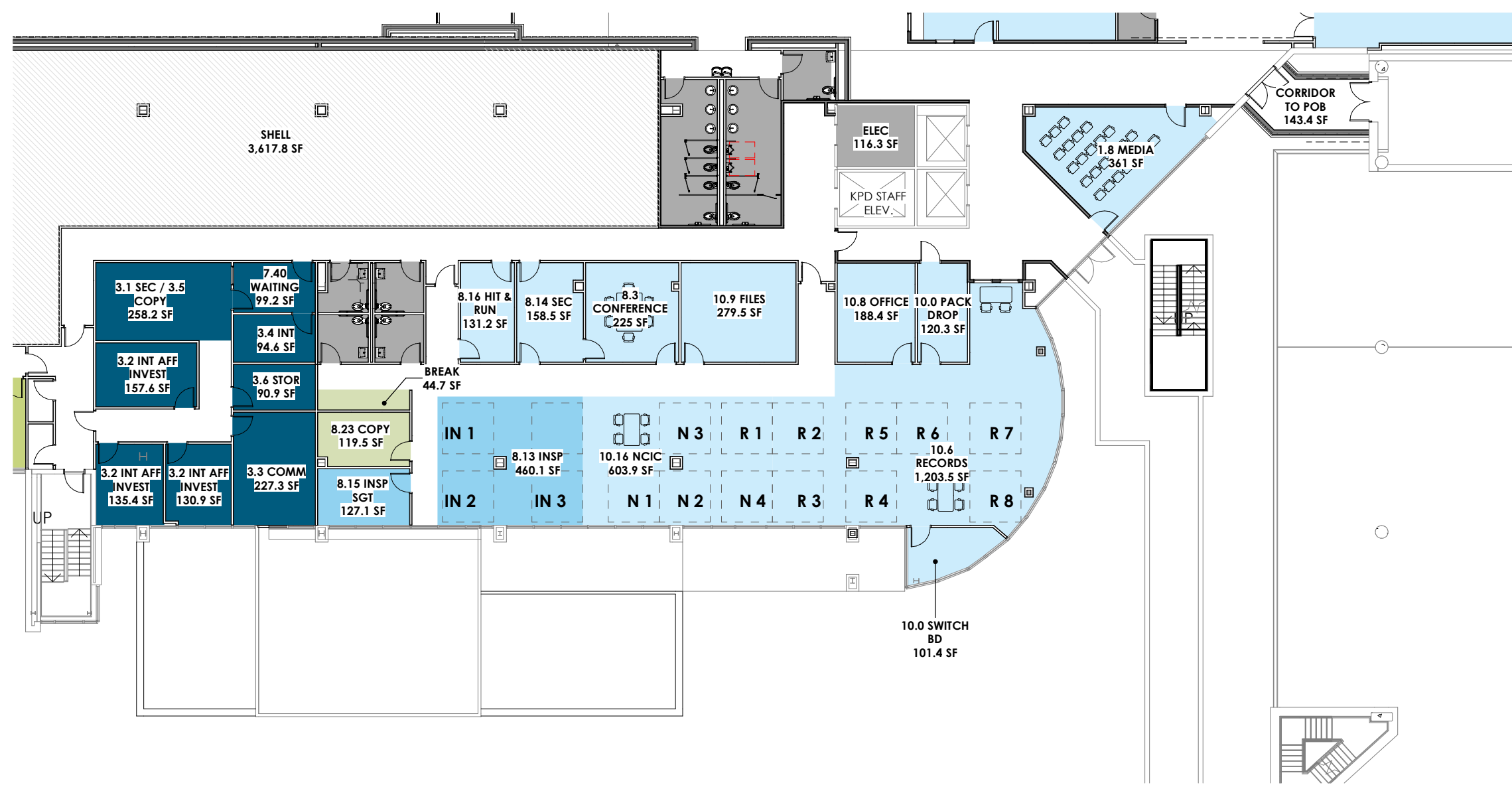
- PENSION
- KNOXVILLE POLICE DEPARTMENT
- FUTURE / SHELL SPACE



KNOXVILLE POLICE CA LEVEL LL2

LEGEND / KEY NOTES

- RECORDS/TELESERVE
- INTERNAL AFFAIRS
- SHARED SERVICES
- BUILDING SUPPORT
- FUTURE / SHELL SPACE



KNOXVILLE POLICE CA LEVEL LL2

LEGEND / KEY NOTES

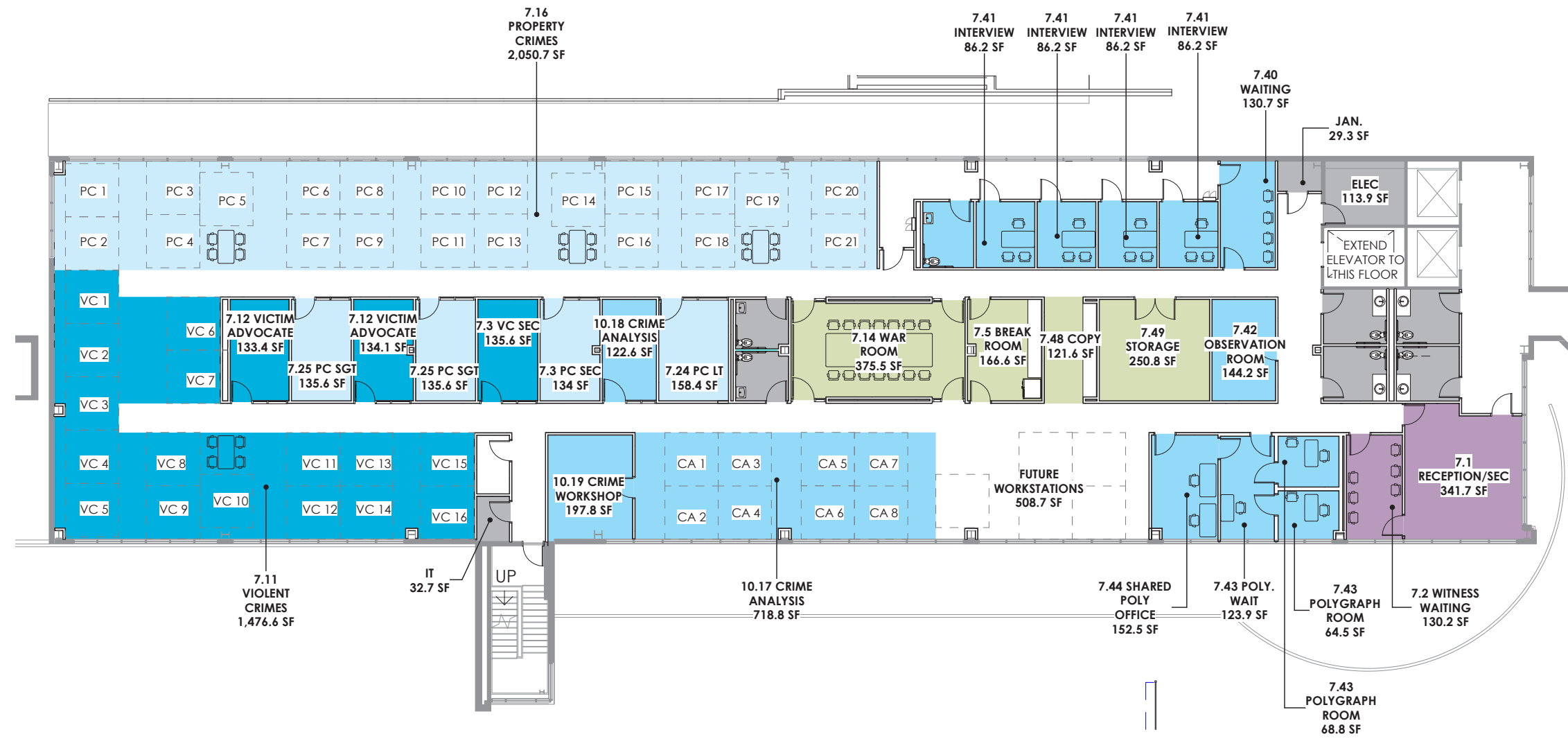
- KNOXVILLE MUNICIPAL COURT
- RECORDS/TELESERVE
- BUILDING SUPPORT
- FUTURE / SHELL SPACE



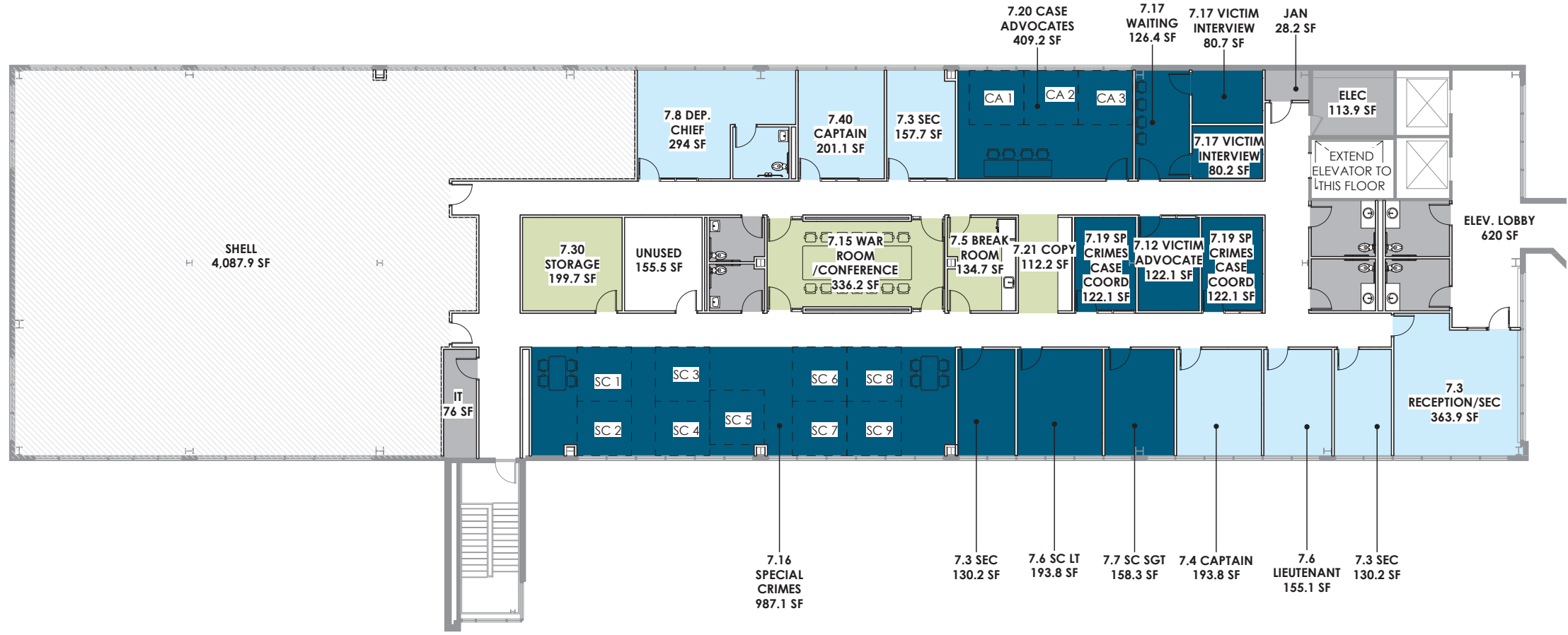
KNOXVILLE POLICE CA LEVEL LL1

LEGEND / KEY NOTES

- RECEPTION/WAITING
- CID - PROPERTY CRIMES
- CRIMINAL INVESTIGATION
- SHARED SERVICES
- BUILDING SUPPORT



KNOXVILLE POLICE CA LEVEL GROUND



LEGEND / KEY NOTES

- RECEPTION/WAITING
- CID
- SPECIAL CRIMES
- SHARED SERVICES
- BUILDING SUPPORT
- FUTURE / SHELL SPACE

PROGRAM HIGHLIGHTS

PROFESSIONAL OFFICE BUILDING

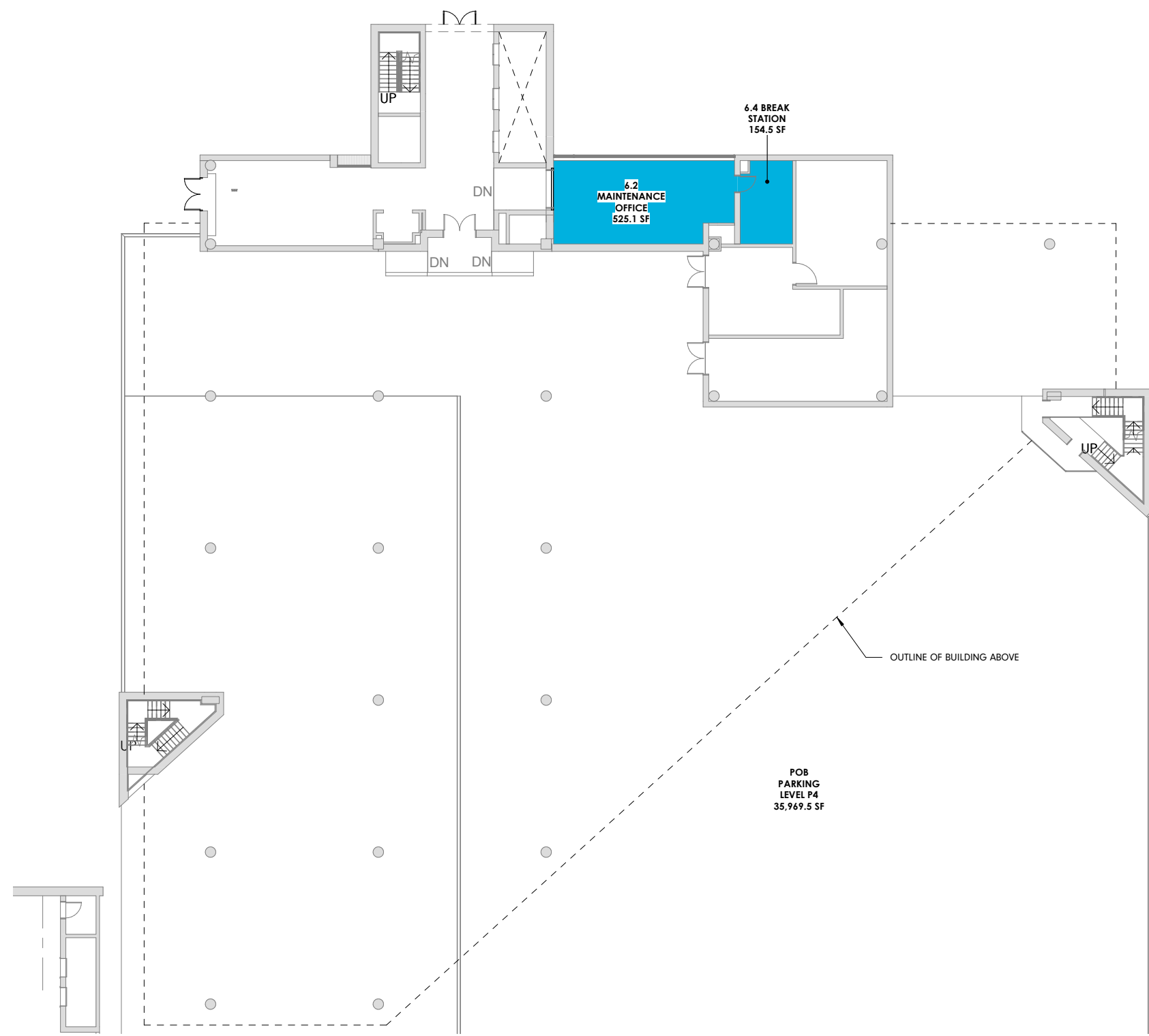
McCARTY HOLSAPLE McCARTY



KNOXVILLE POLICE POB LEVEL 4

LEGEND / KEY NOTES

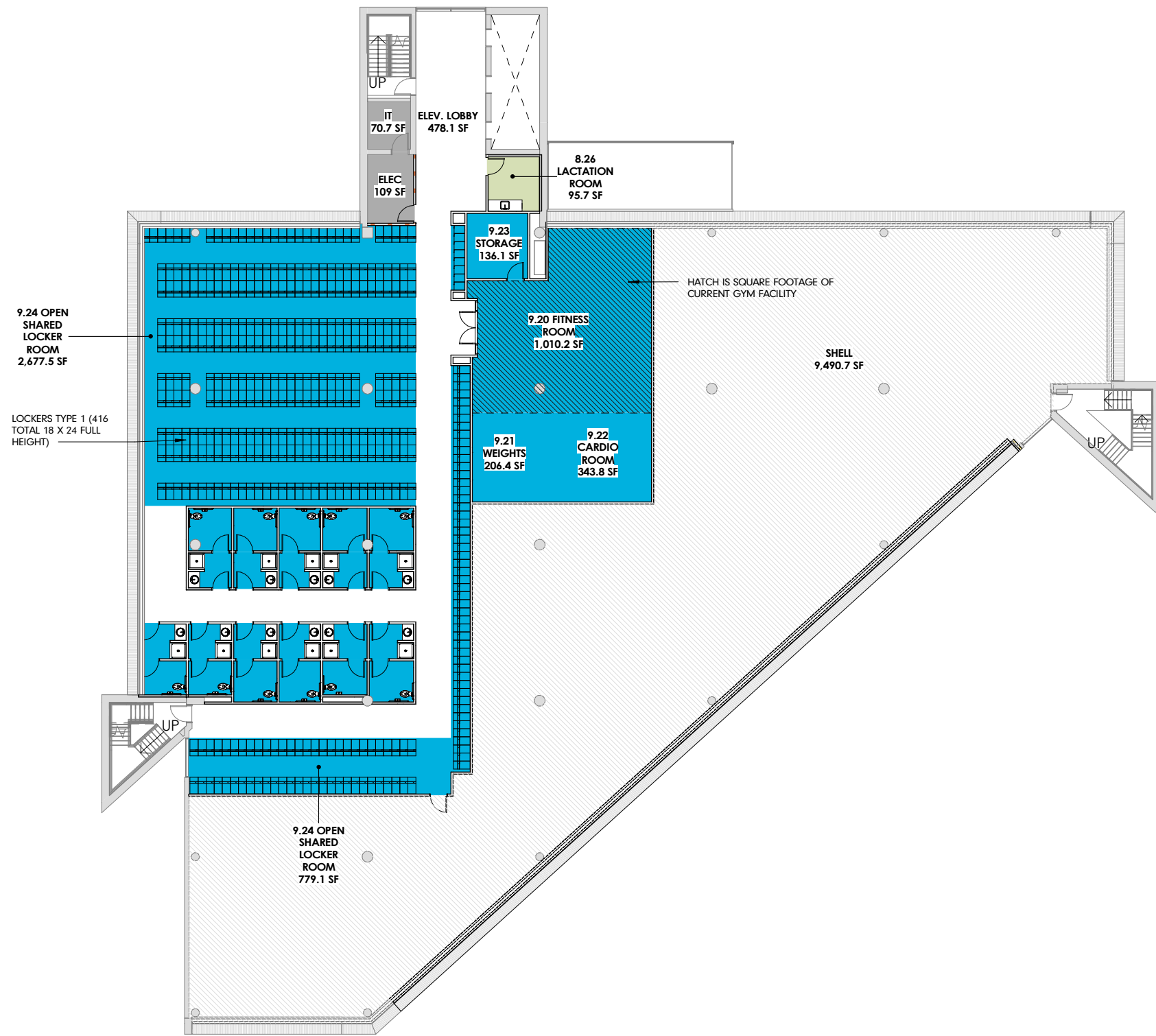
- RENOVATION AREA
- MAINTENANCE



KNOXVILLE POLICE POB LEVEL 5

LEGEND / KEY NOTES

- FITNESS
- SHARED SERVICES
- BUILDING SUPPORT
- FUTURE / SHELL SPACE



KNOXVILLE POLICE POB LEVEL 6

LEGEND / KEY NOTES

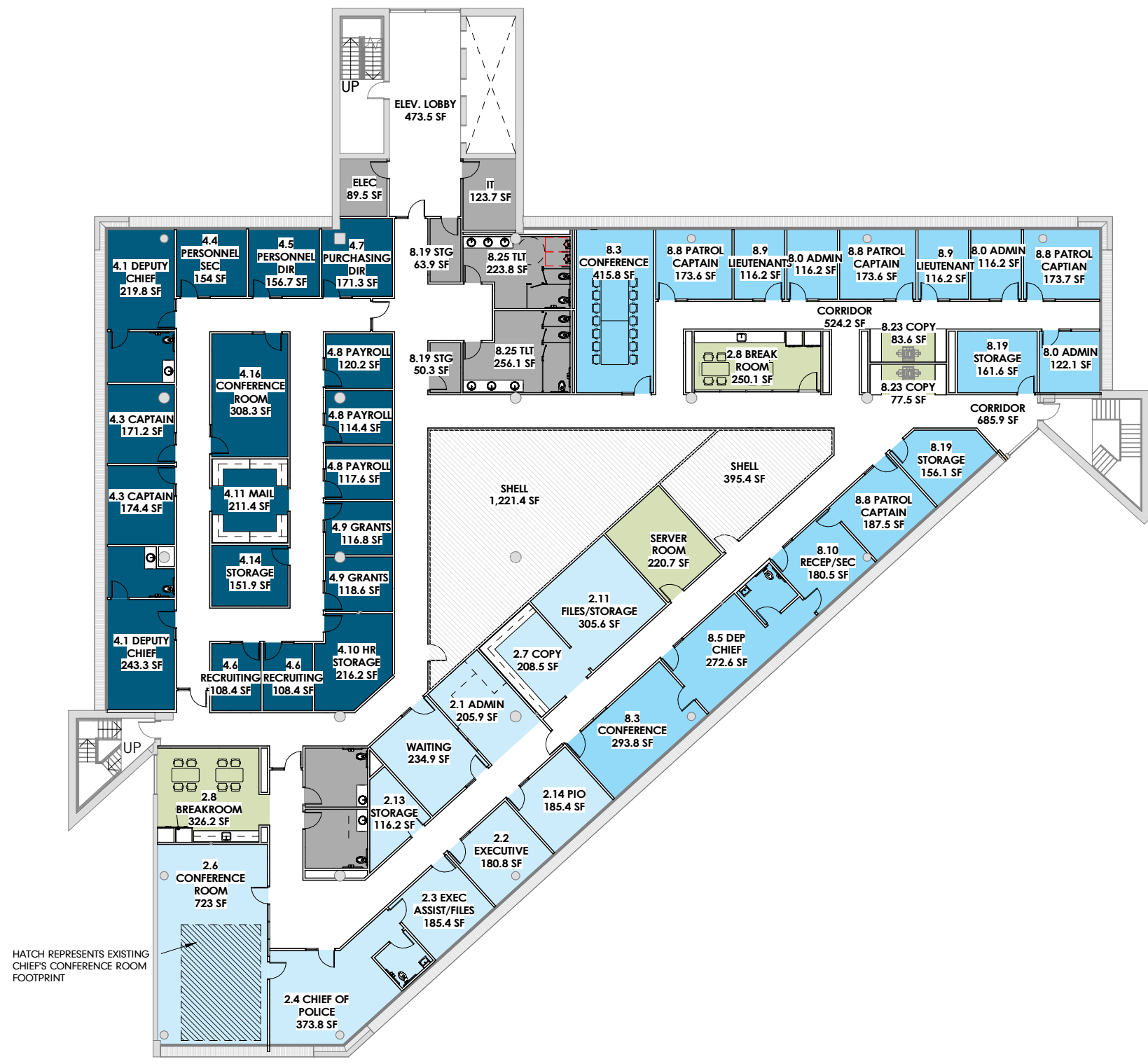
- ACADEMY
- SHARED SERVICES
- BUILDING SUPPORT
- FUTURE / SHELL SPACE



KNOXVILLE POLICE POB LEVEL 8

LEGEND / KEY NOTES

- ADMINISTRATION
- OPERATIONS
- MANAGEMENT SERVICES
- SHARED SERVICES
- BUILDING SUPPORT
- FUTURE / SHELL SPACE



HATCH REPRESENTS EXISTING CHIEF'S CONFERENCE ROOM FOOTPRINT

RENDERINGS



CITY OF KNOXVILLE
PUBLIC SAFETY

CITY OF KNOXVILLE
PUBLIC SAFETY





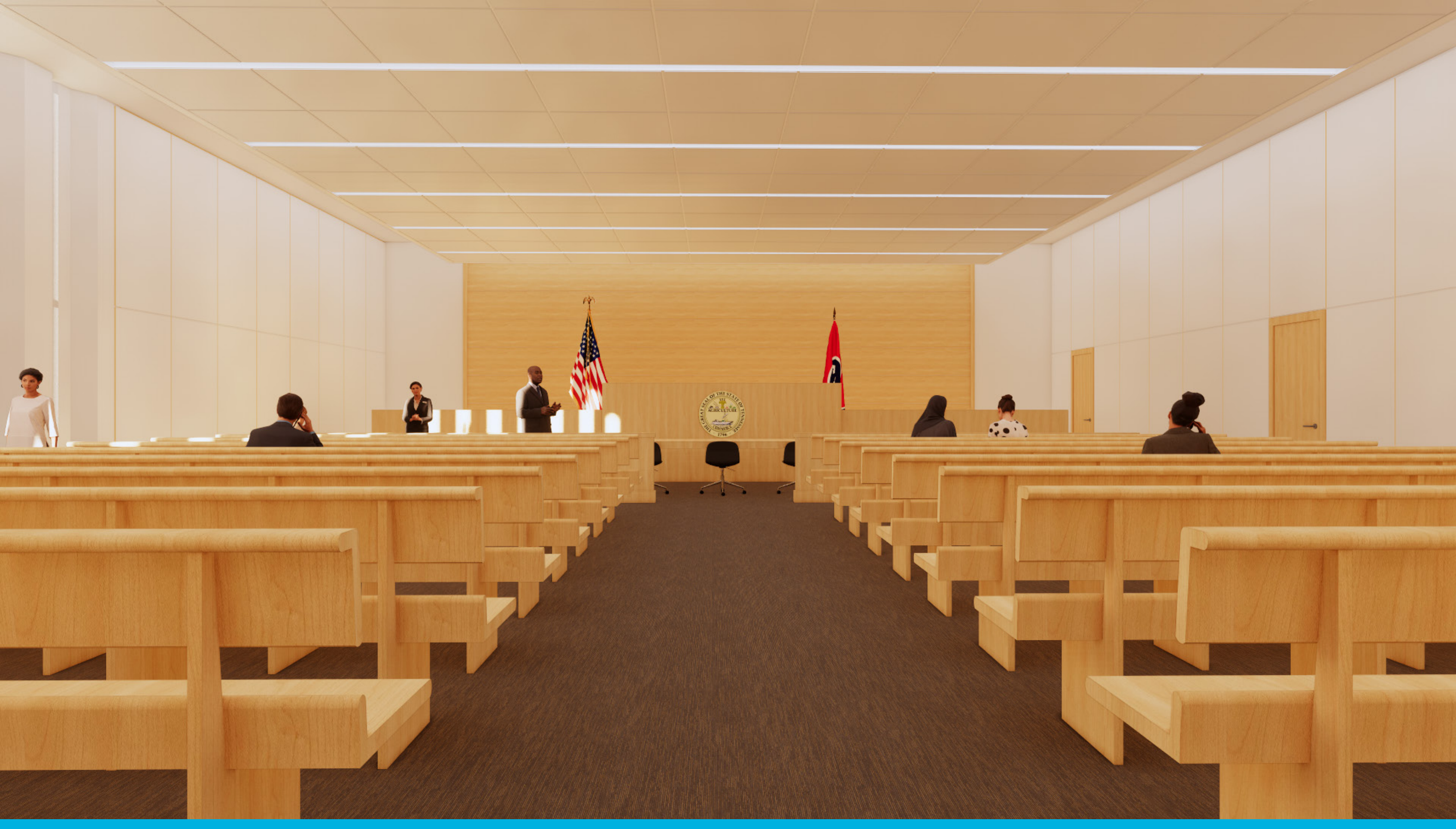
COURTS SERVICES

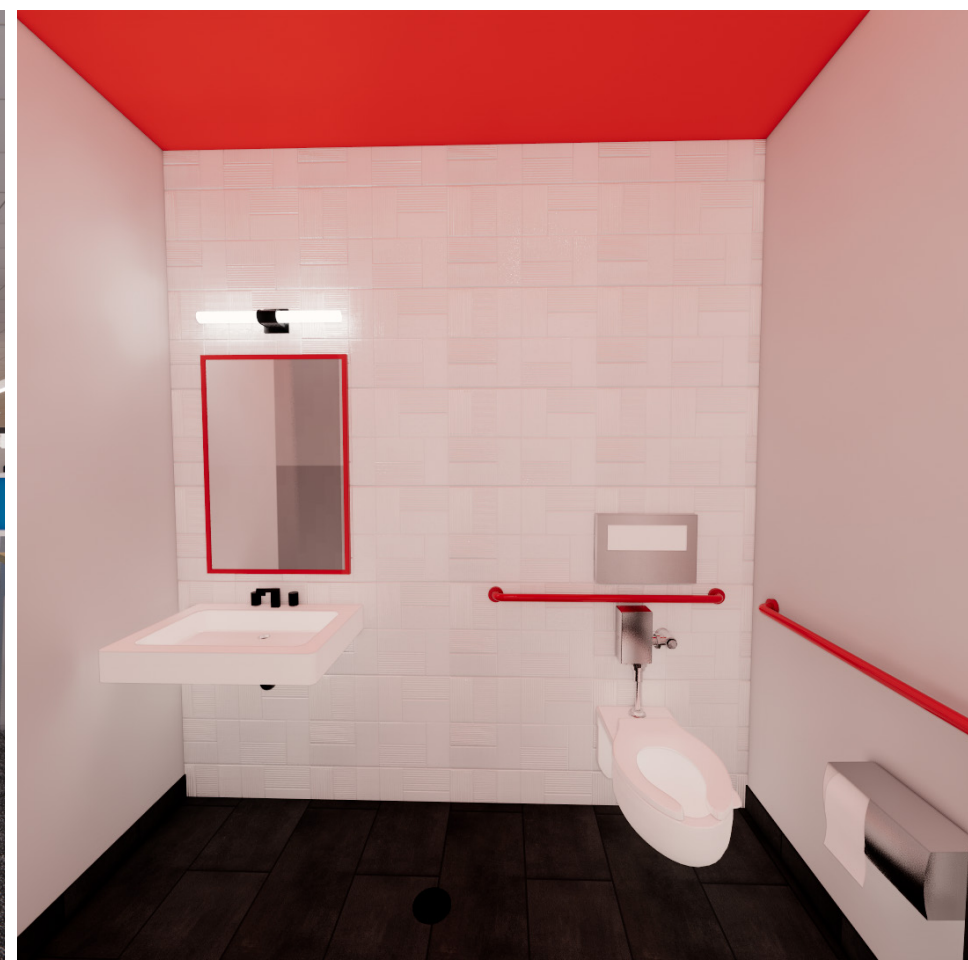
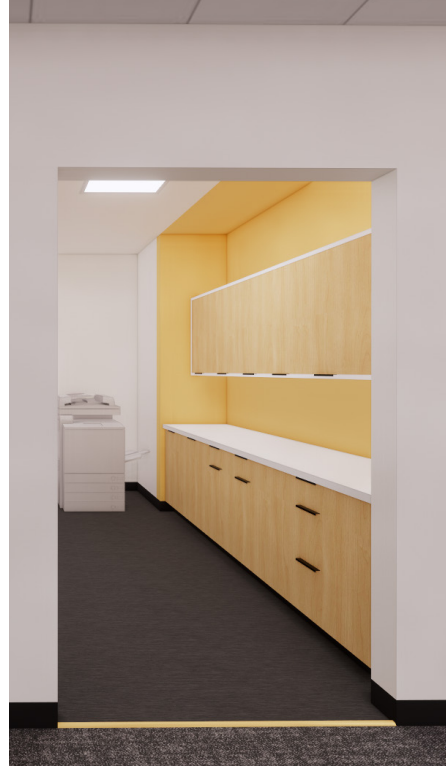
COURTROOM POLICE
← →

KNOXVILLE POLICE DEPARTMENT

COURTROOM POLICE
← →

CITY OF KNOXVILLE







Project Information:

19018

COK SAFETY BUILDING

900 East Oak Hill Ave, Knoxville, TN

Seal:



Consultant:
Architects Design Group

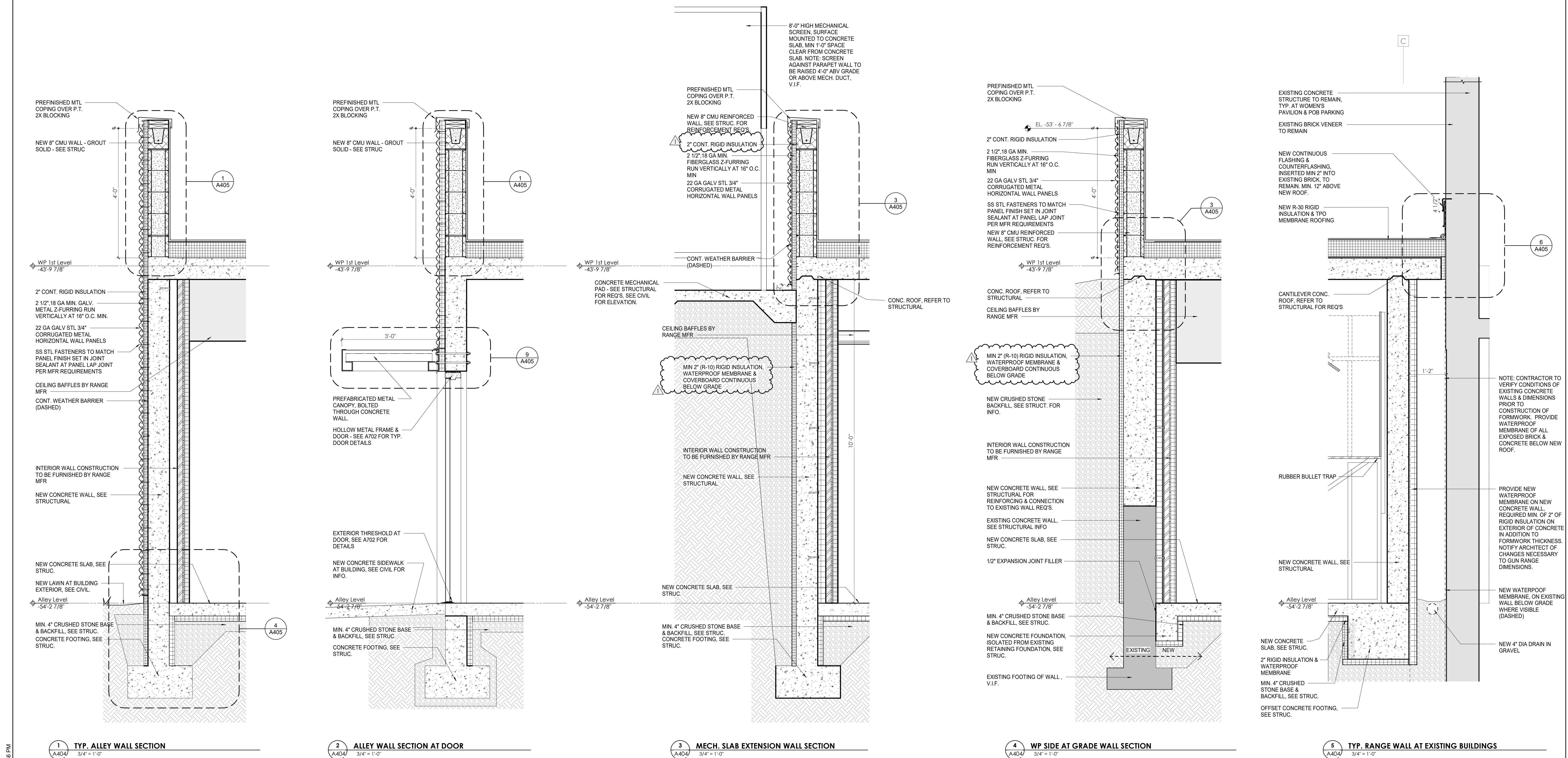
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Issue Date: FEBRUARY 1, 2021
 PIC: DAVID COLLINS
 PM: JOHN THURMAN
 PA: LAUREN BUSH / MALINDA LABBE
 Drawn By: MALINDA LABBE
 Checked By: B. PIERCY

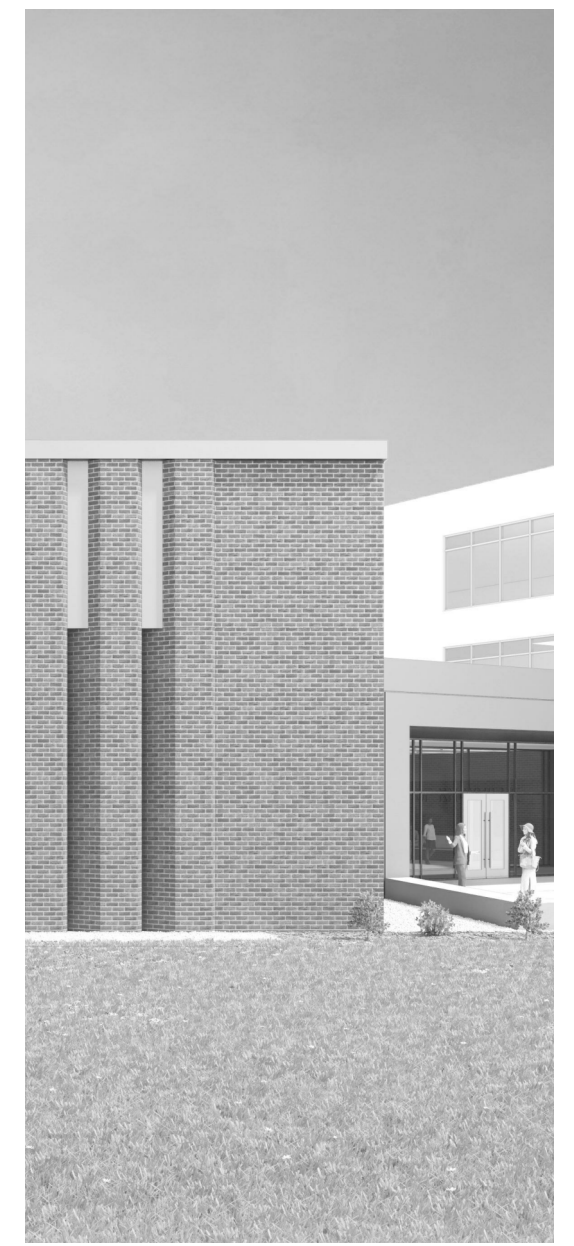
Drawing Info:

A404

WP - WALL SECTIONS - RANGE



2/10/2021 5:50:36 PM



Project Information:

19018

COK PUBLIC SAFETY COMPLEX
900 East Oak Hill Ave, Knoxville, TN



Consultant:



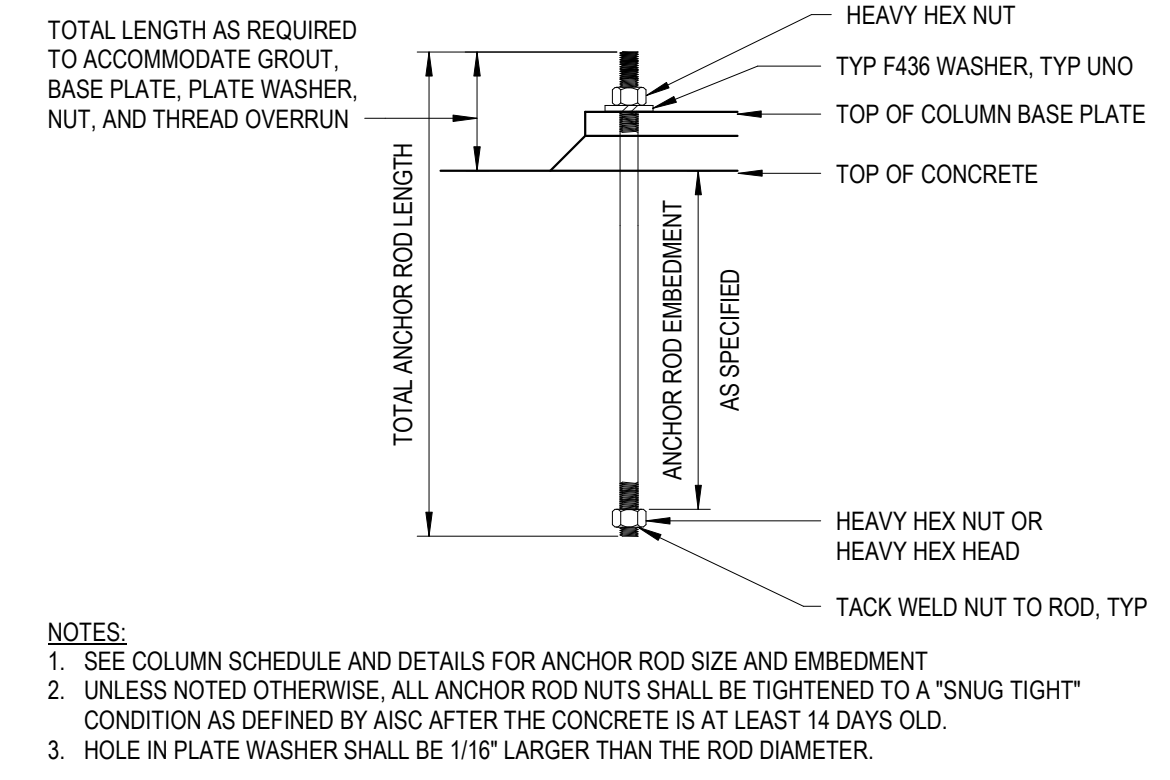
#	ISSUE	DATE
1	ADD #1	02/01/21

Issue Date: 02/01/21
PK: CSB
PM: CSB
PA: CWR
Drawn By: CWR
Checked By: RAH

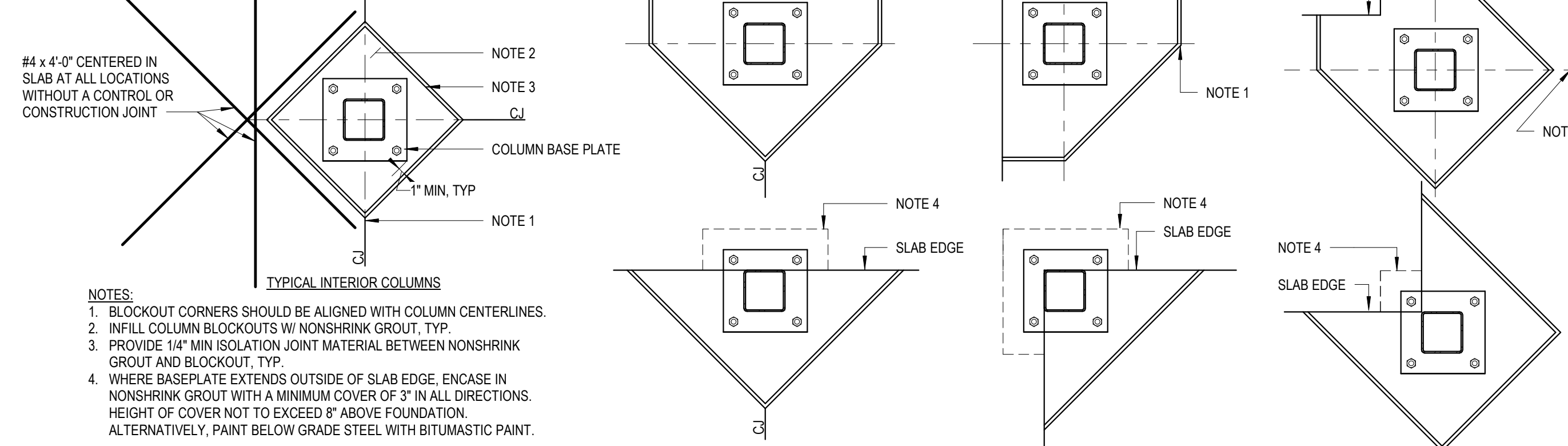
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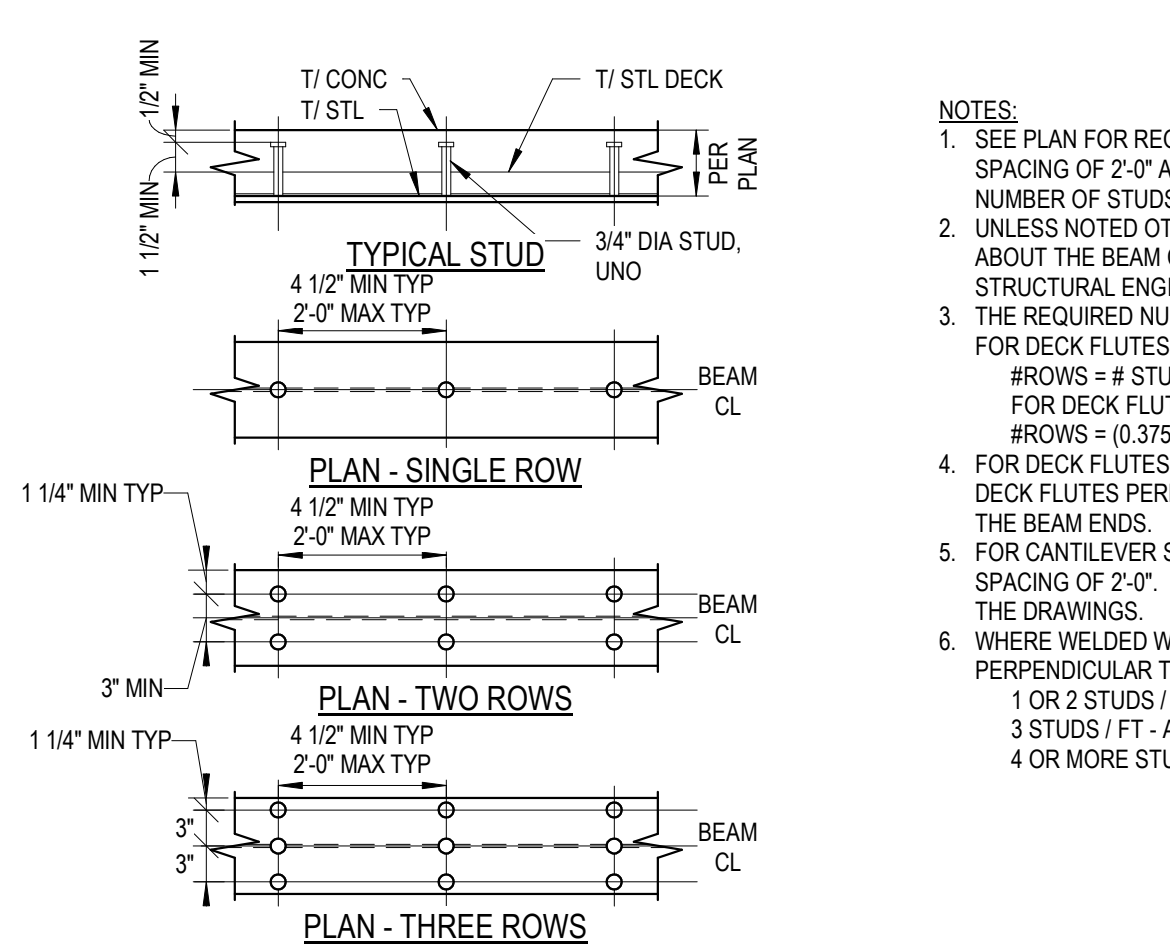
TYPICAL STEEL DETAILS



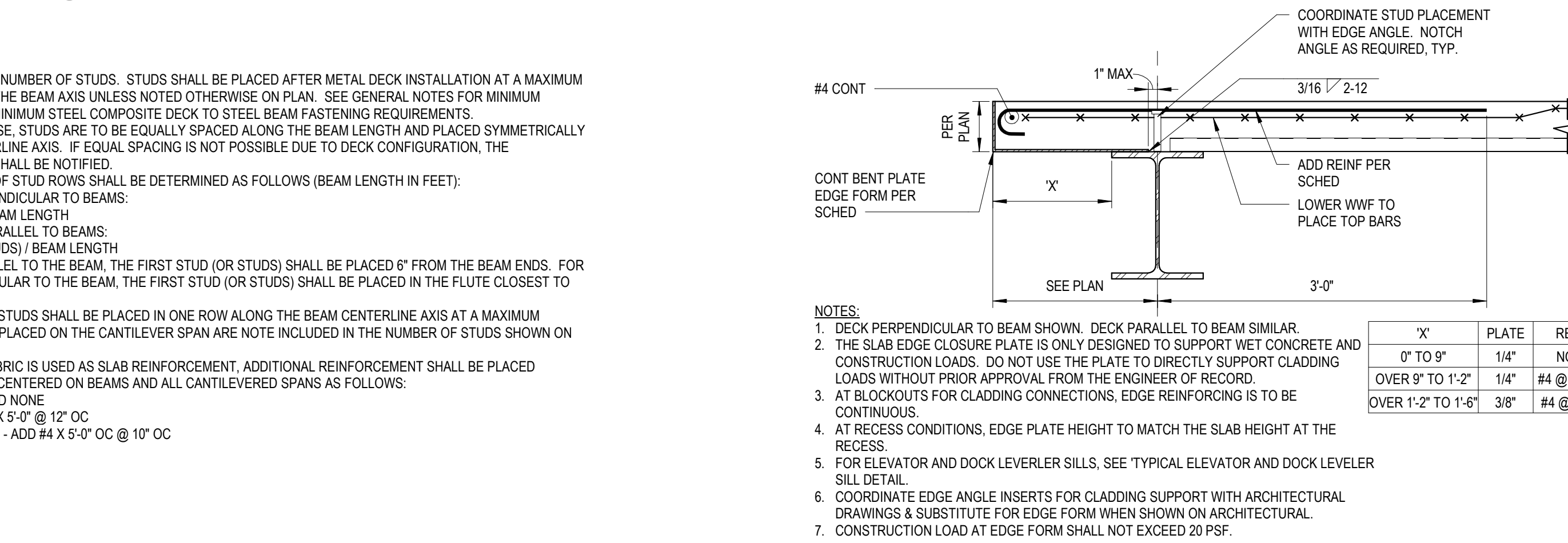
1 TYPICAL COLUMN ANCHOR ROD
1 1/2" = 1'-0"



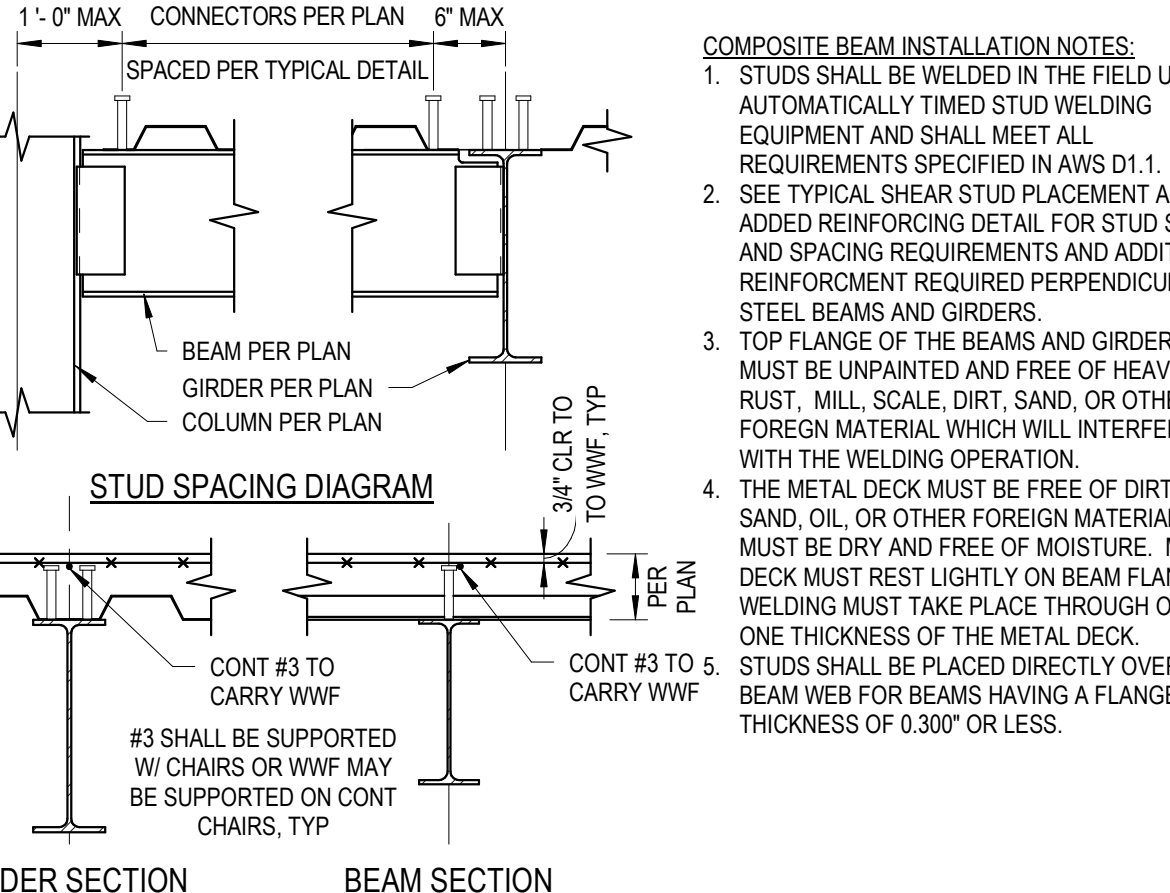
2 TYPICAL SLAB-ON-GRADE ISOLATION JOINTS
3/4" = 1'-0"



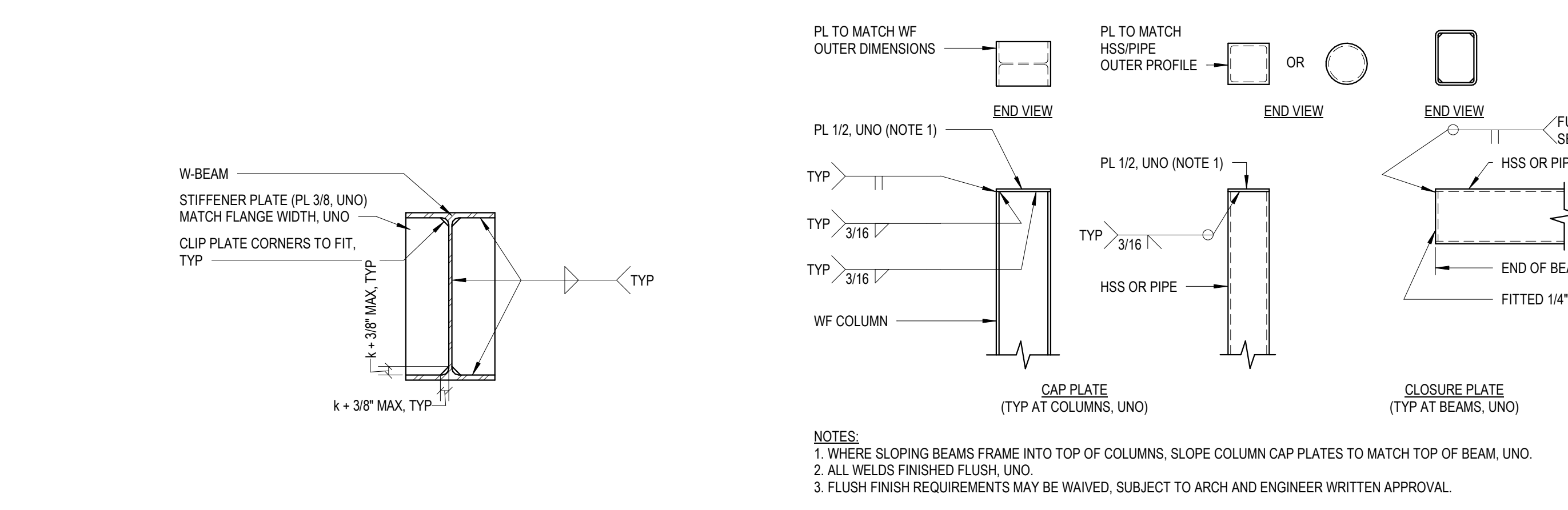
3 TYP SHEAR STUD PLACEMENT & ADDED REINF
3/4" = 1'-0"



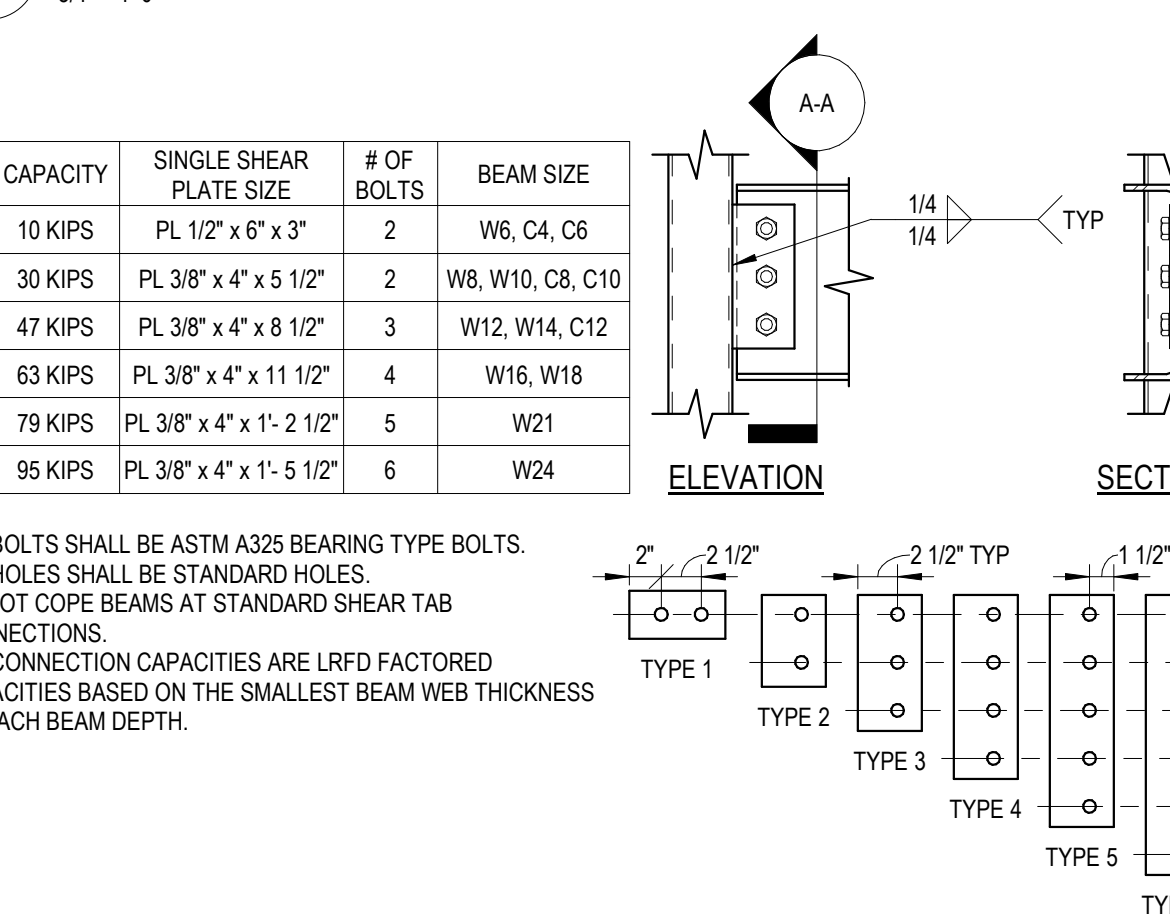
4 TYP COMPOSITE SLAB DECK EDGE DETAIL
1" = 1'-0"



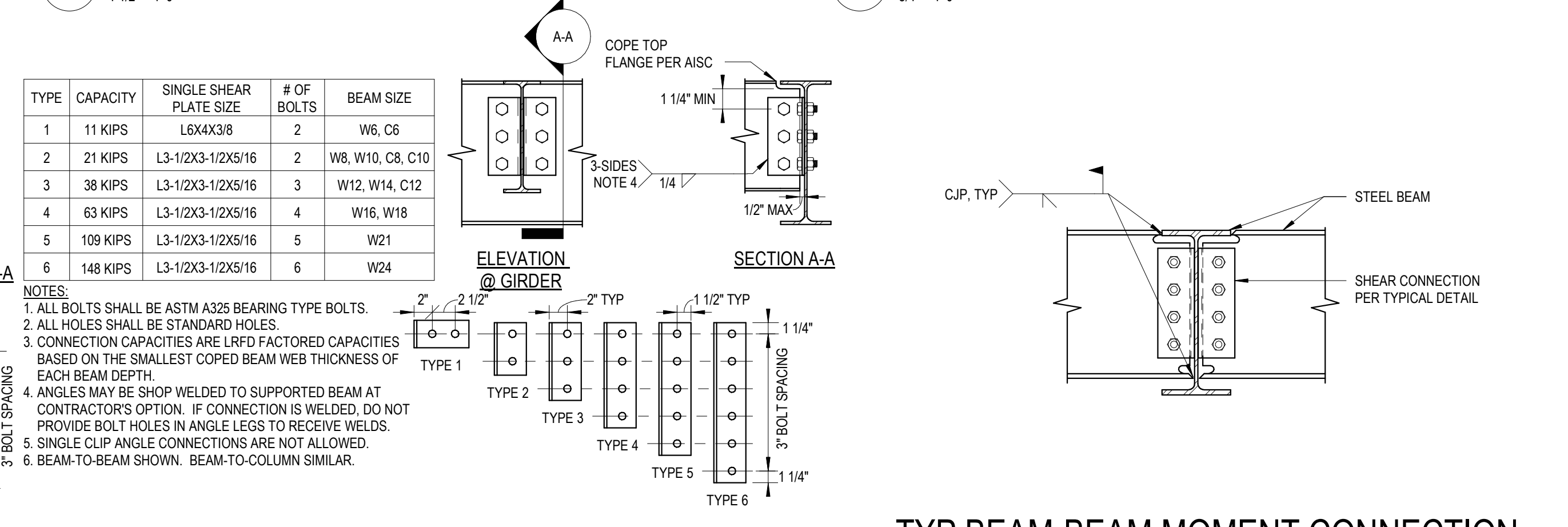
5 TYP COL/BAM CAP AND CLOSURE PLATES
3/4" = 1'-0"



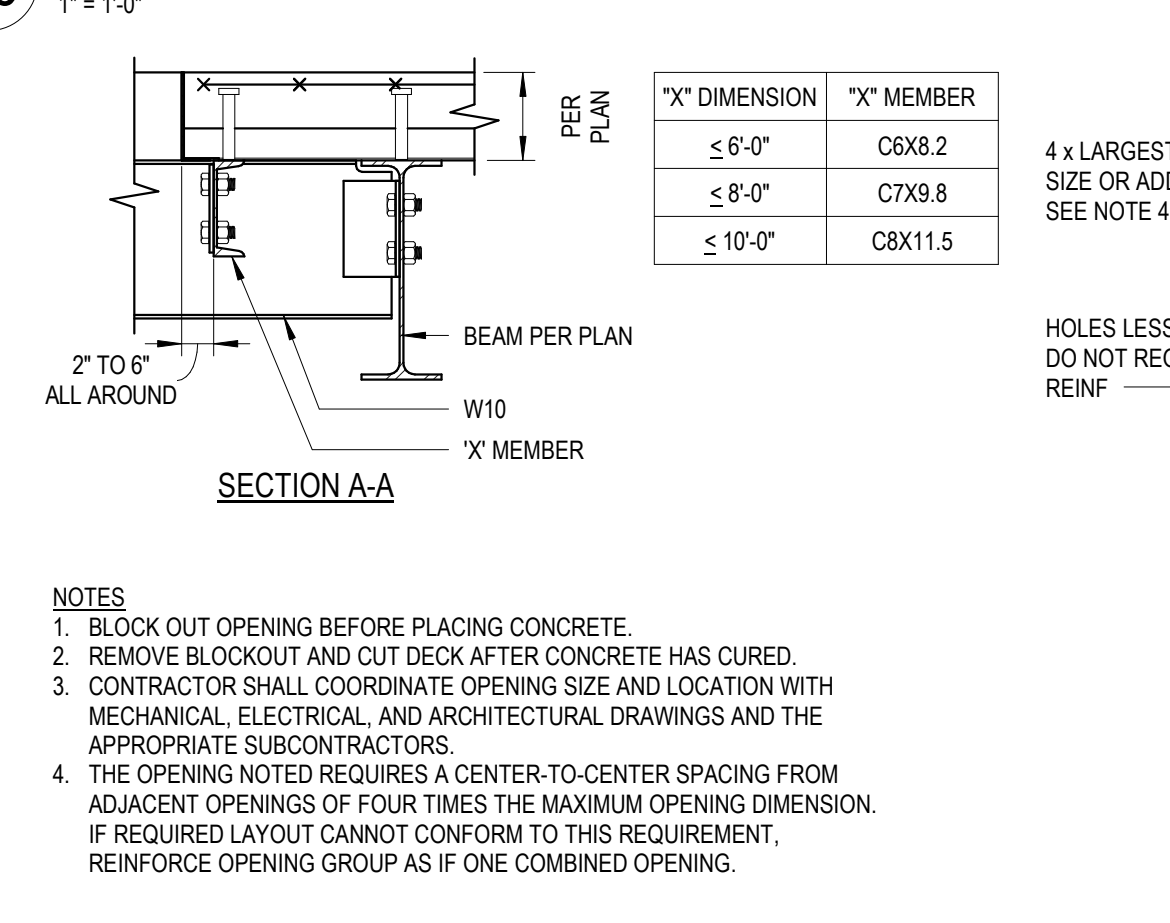
6 TYP BEAM EMBED DETAIL
1" = 1'-0"



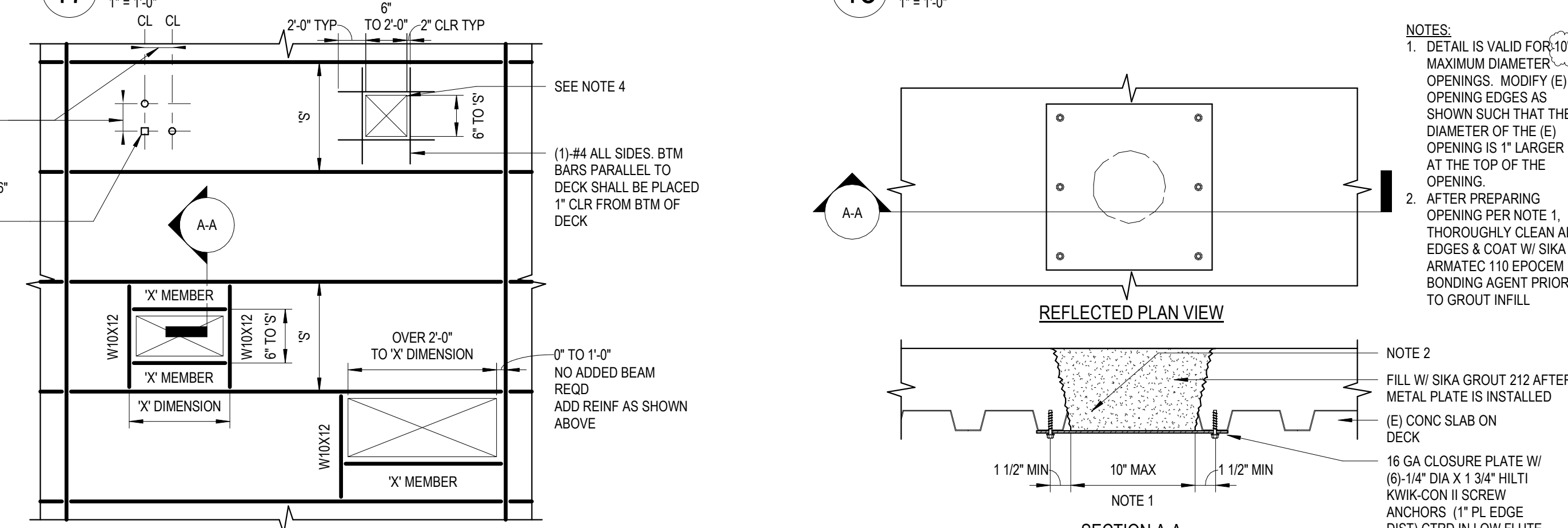
7 TYP BEAM-BEAM MOMENT CONNECTION - UNEQUAL BEAM DEPTHS
1" = 1'-0"



8 TYP DOUBLE ANGLE SHEAR CONNECTIONS
1" = 1'-0"



9 TYP OPENINGS IN NEW COMPOSITE SLAB (10'-0" OR LESS)
1" = 1'-0"



10 TYP SMALL HOLE INFILL DETAIL
1 1/2" = 1'-0"



11 TYP NEW OPENING IN (E) CONC ON METAL DECK FLOOR
1" = 1'-0"



12 TYP HSS COLUMN BASEPLATE DETAIL
1 1/2" = 1'-0"

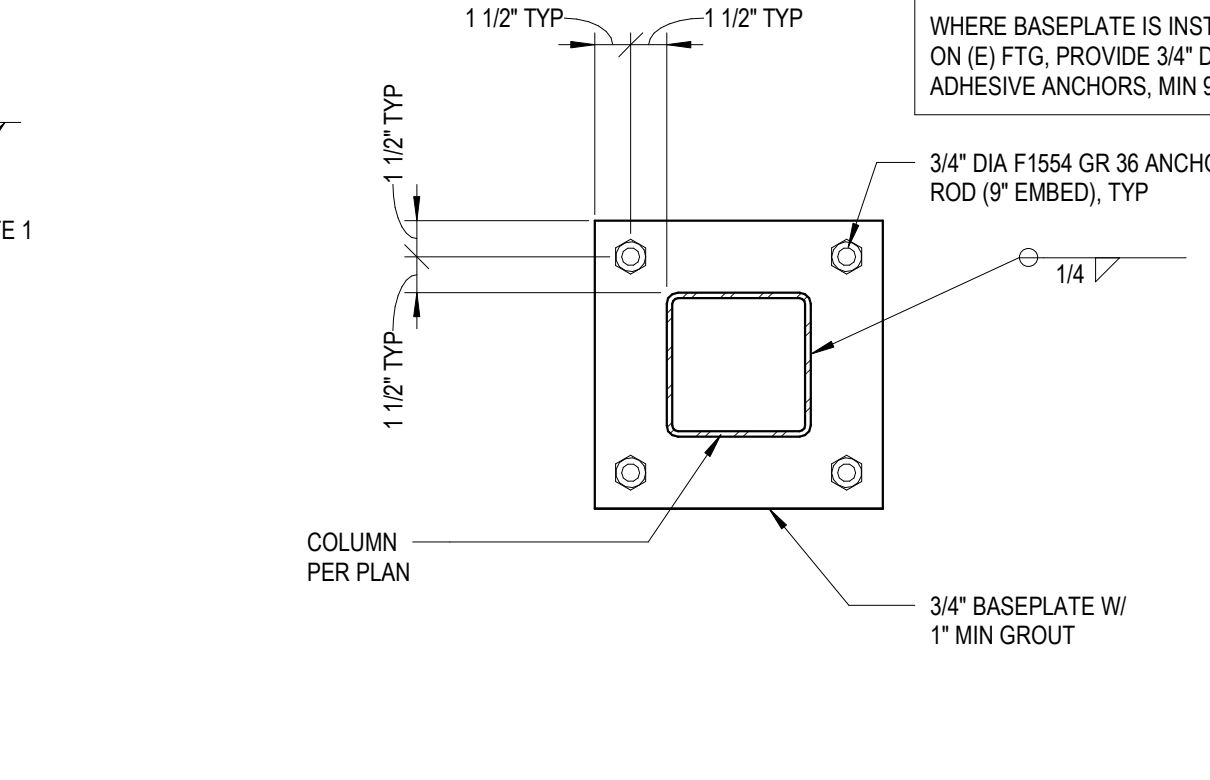


13 OFFSET HSS COLUMN BASEPLATE DETAIL
1 1/2" = 1'-0"

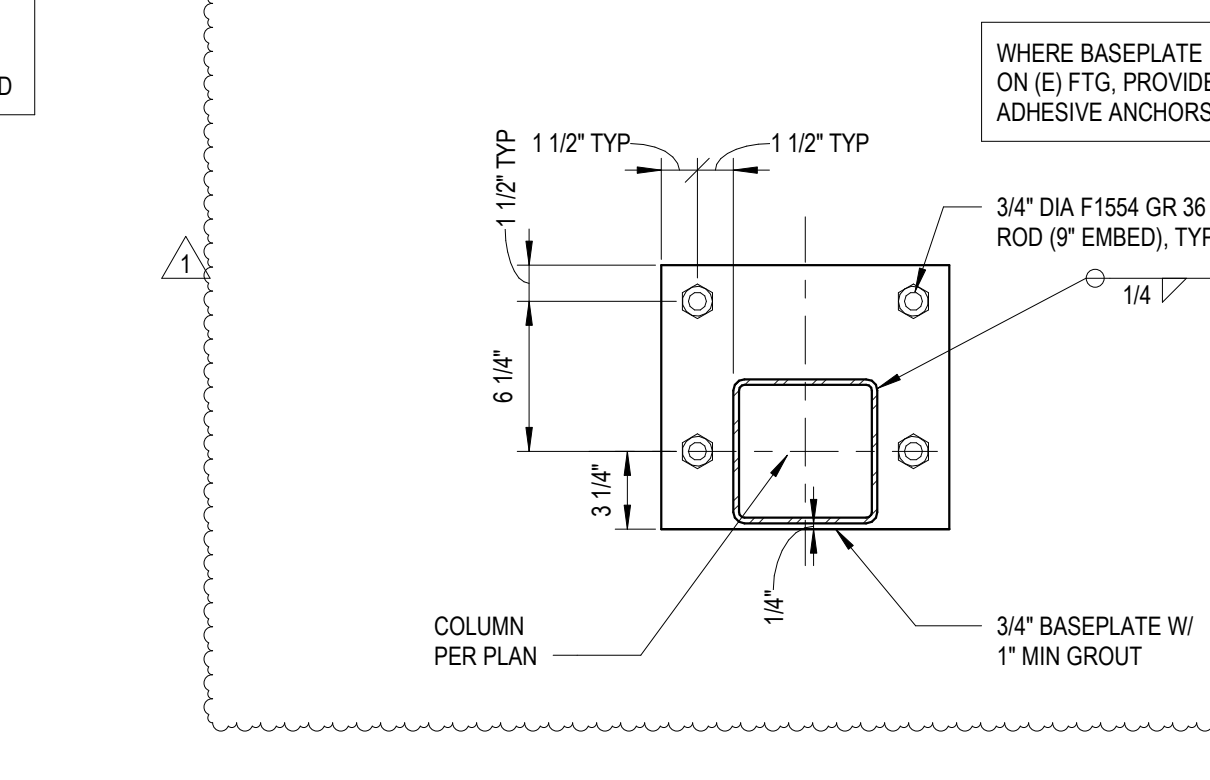


14 TYP REIN AT INTERIOR COMP GIRDERS
1" = 1'-0"

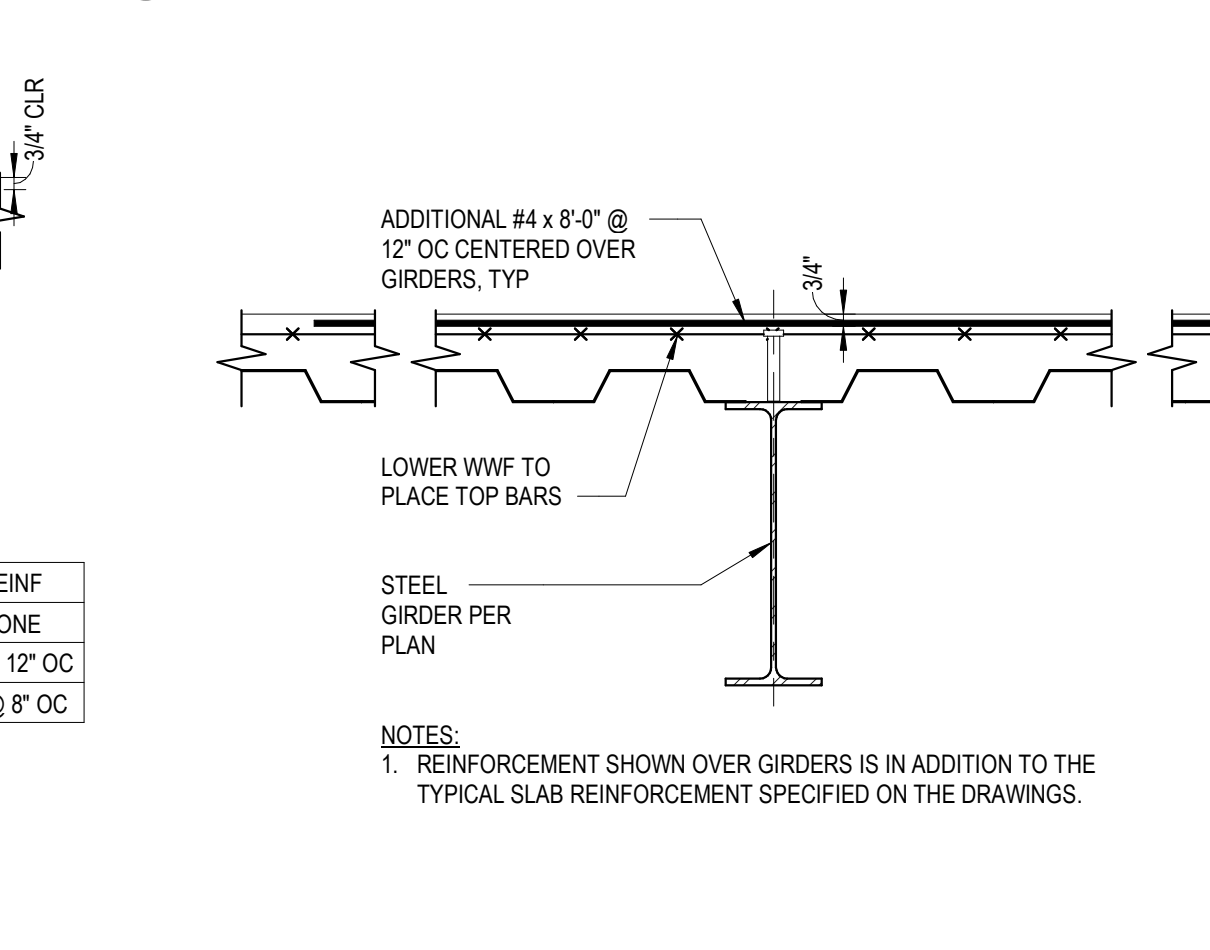
15 TYP COMP STEEL DECK DET AT GIRDER
1" = 1'-0"



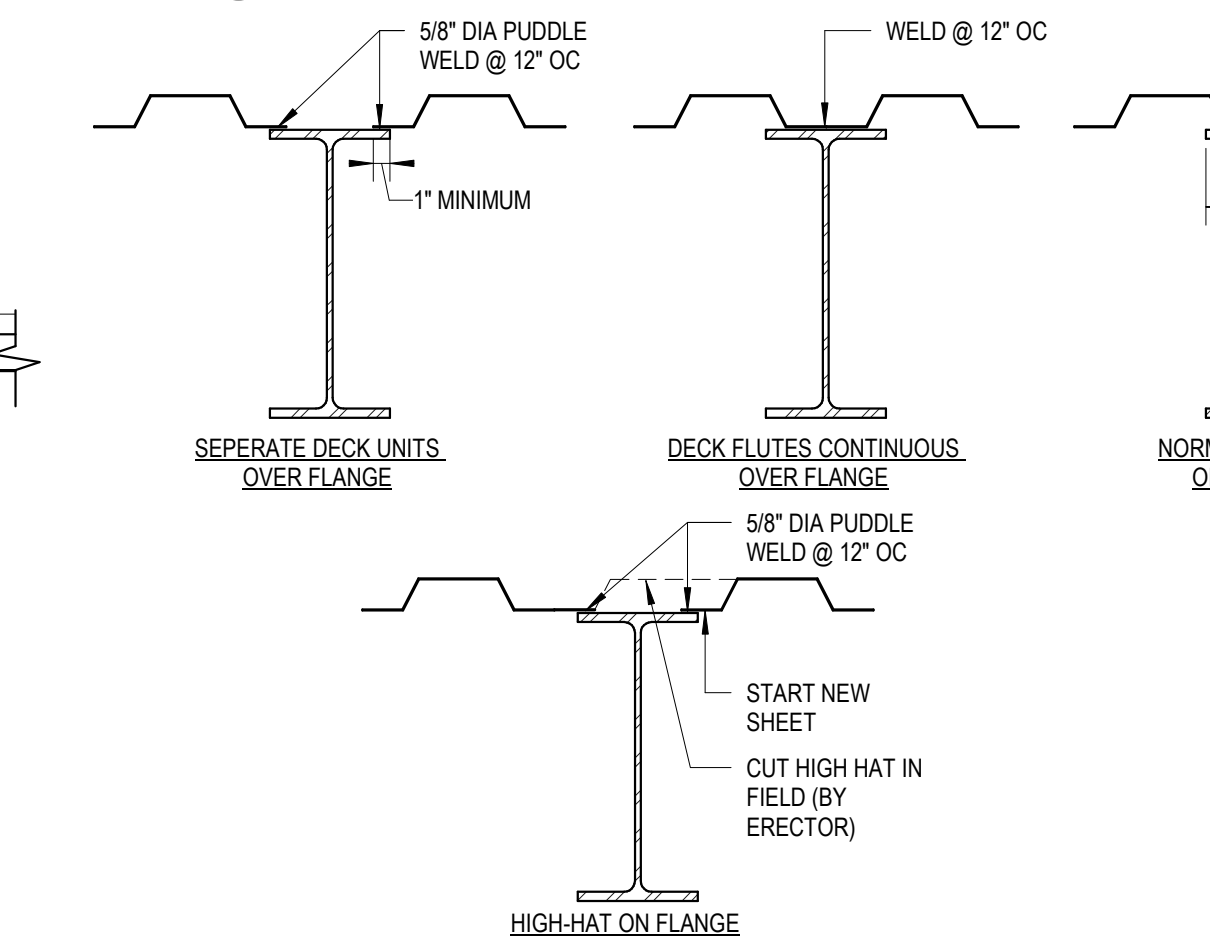
16 TYP SHEAR STUD PLACEMENT & ADDED REINF
3/4" = 1'-0"



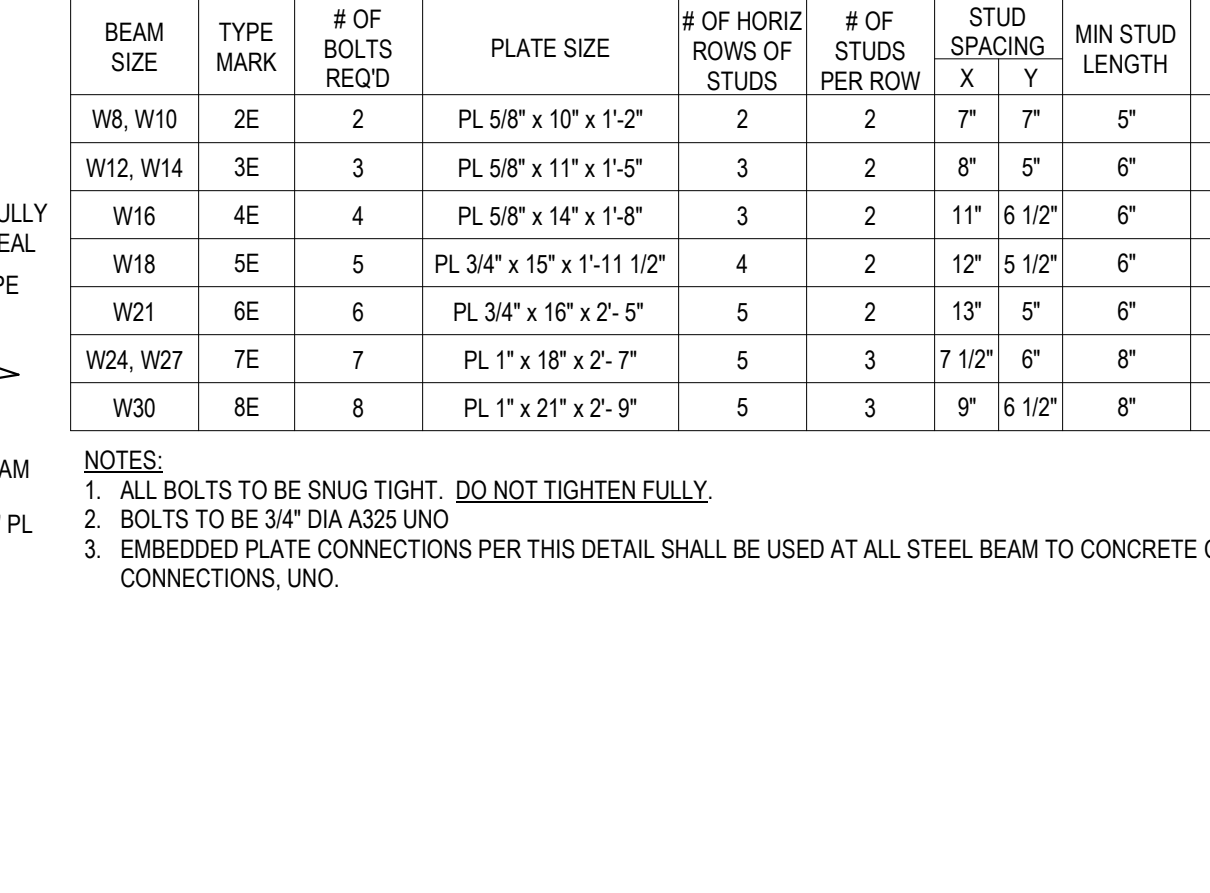
17 TYP COL/BAM CAP AND CLOSURE PLATES
3/4" = 1'-0"



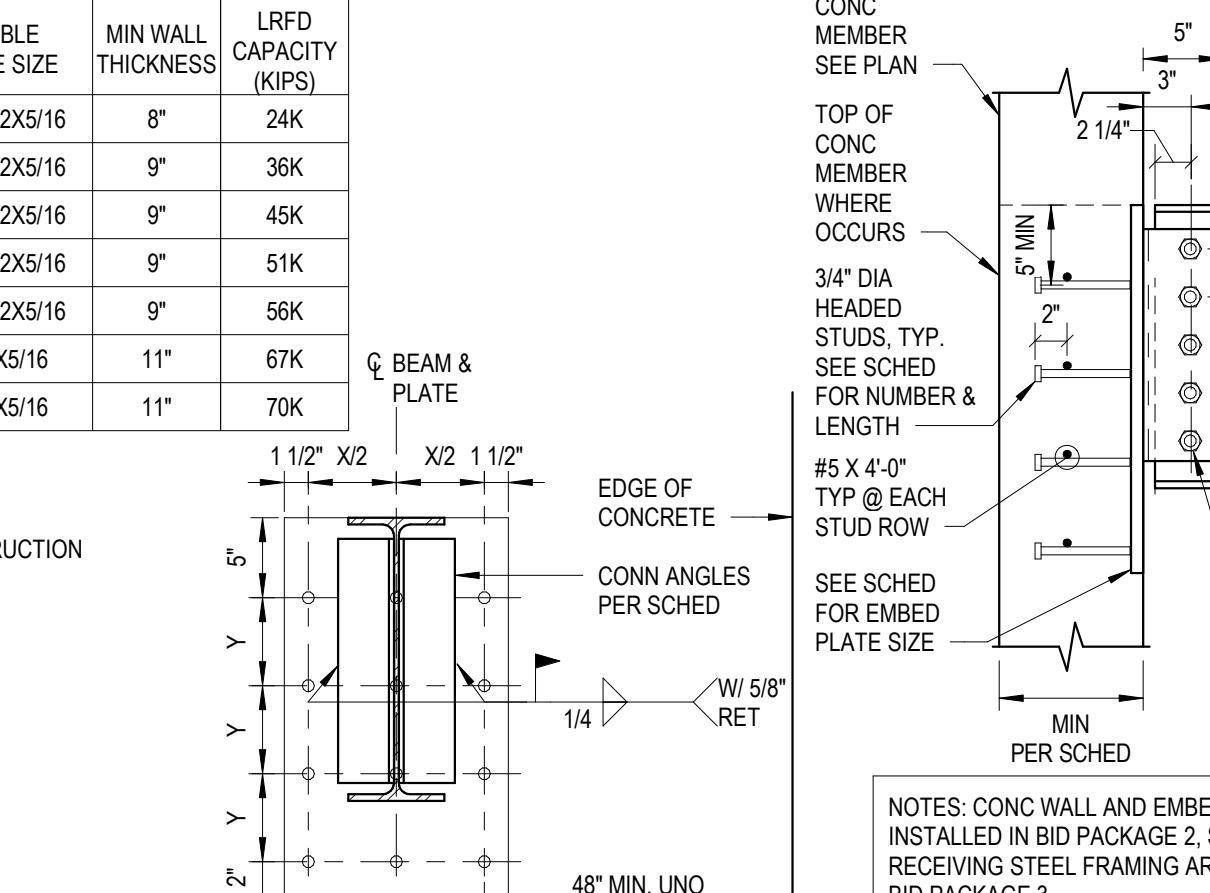
18 TYP BEAM EMBED DETAIL
1" = 1'-0"



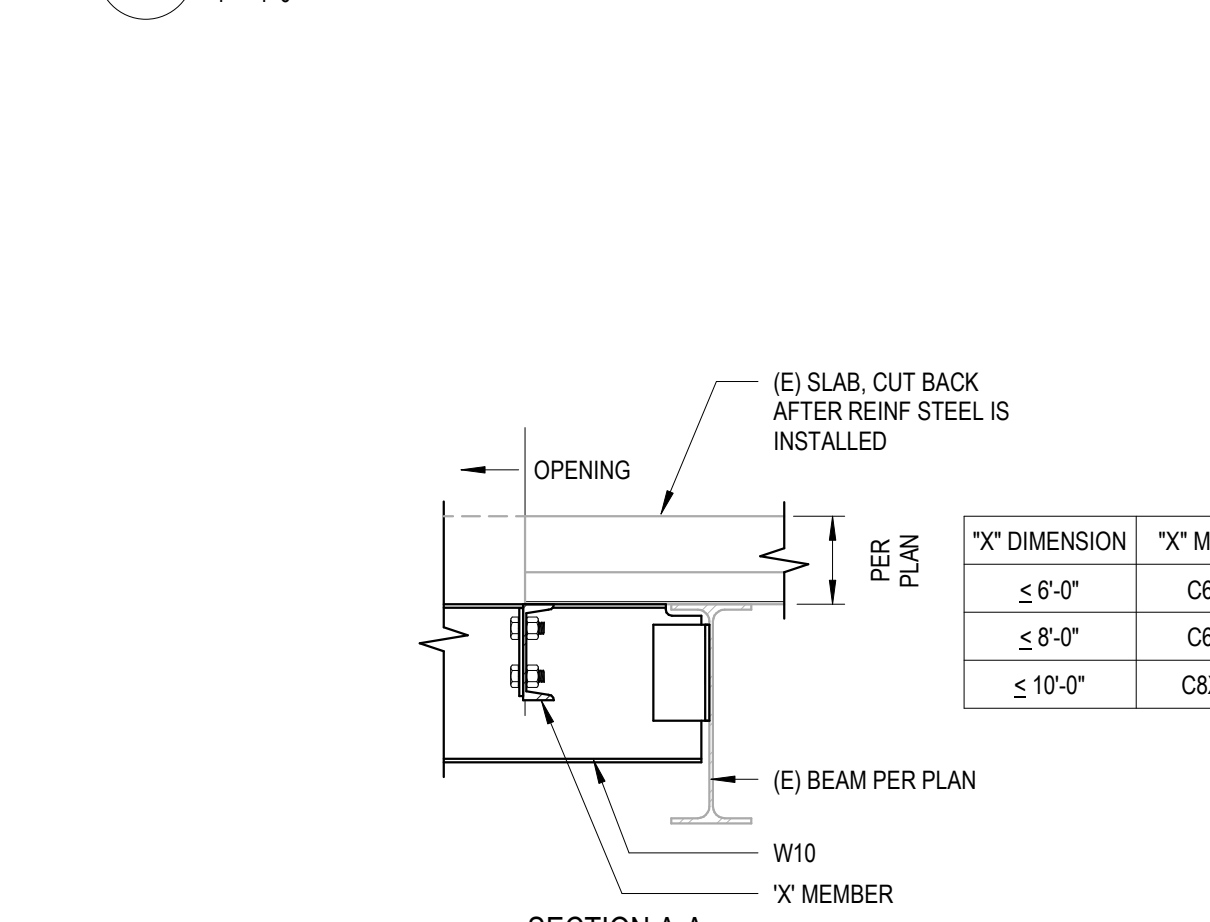
19 TYP BEAM-BEAM MOMENT CONNECTION - UNEQUAL BEAM DEPTHS
1" = 1'-0"



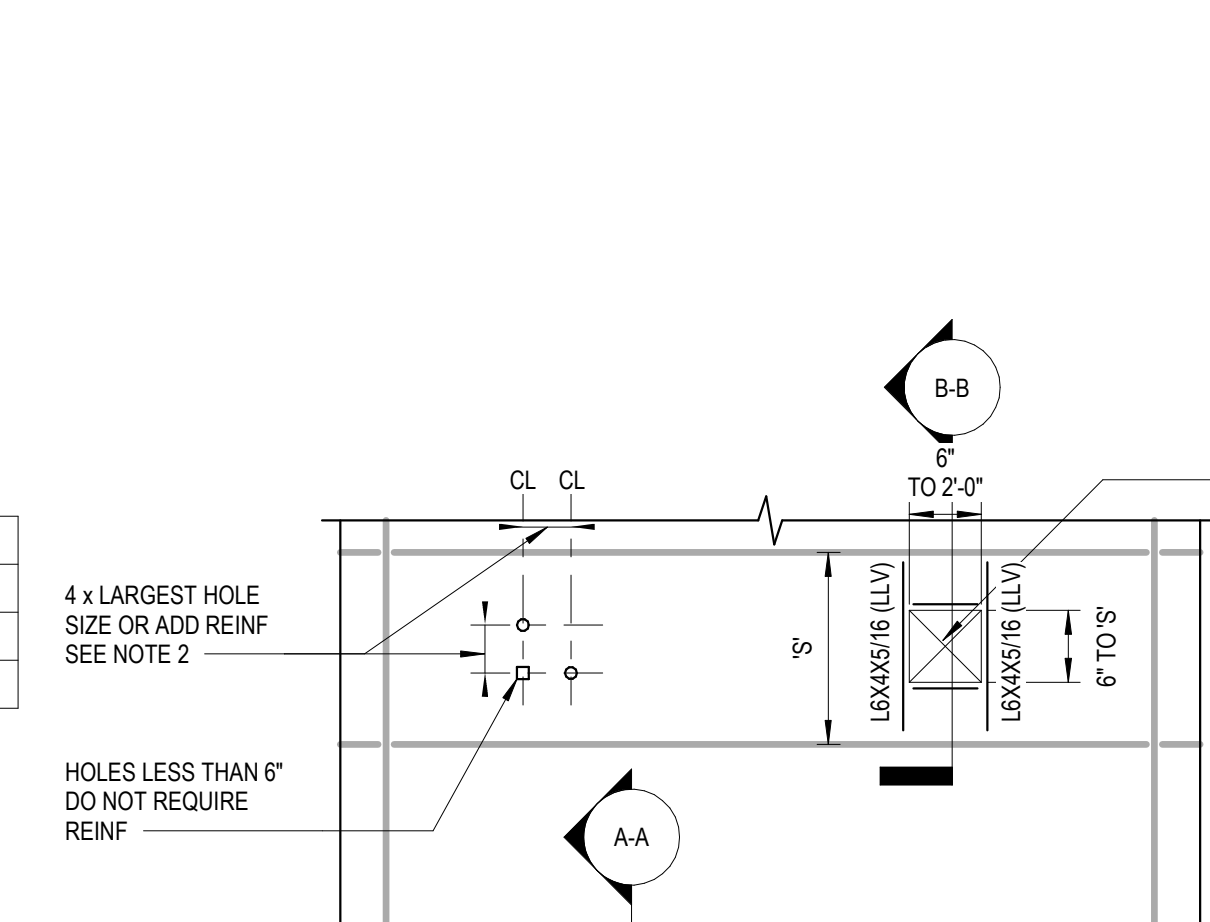
20 TYP DOUBLE ANGLE SHEAR CONNECTIONS
1" = 1'-0"



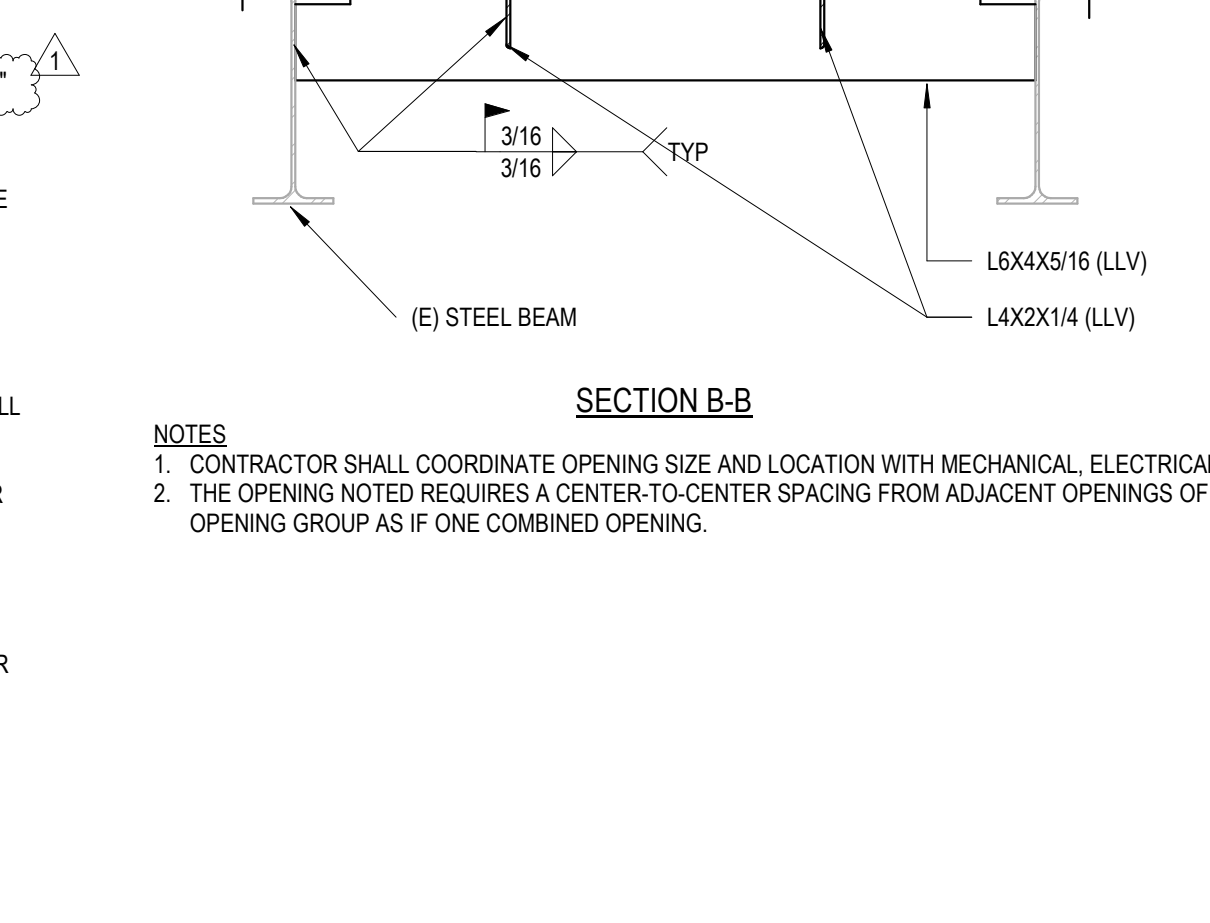
21 TYP OPENINGS IN NEW COMPOSITE SLAB (10'-0" OR LESS)
1" = 1'-0"



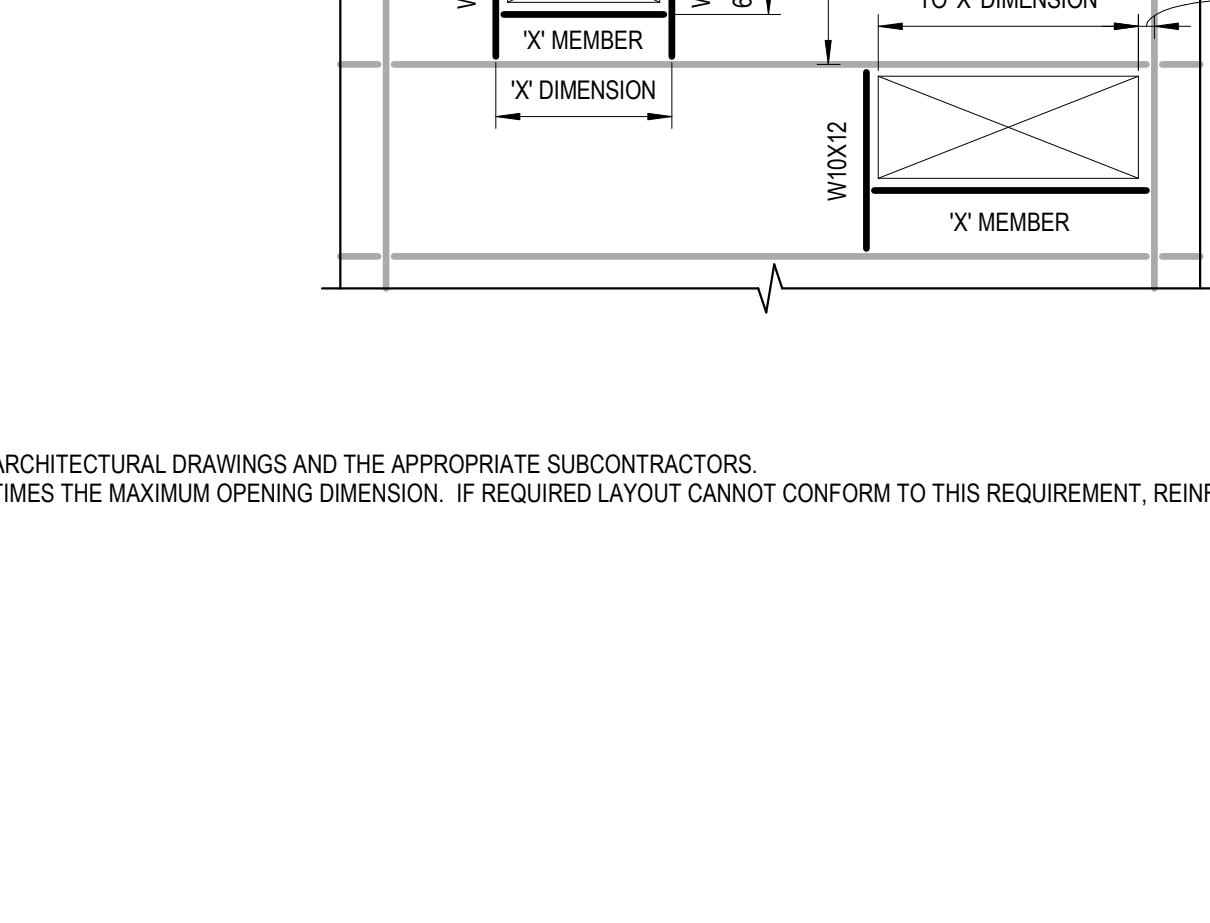
22 TYP SMALL HOLE INFILL DETAIL
1 1/2" = 1'-0"



23 TYP NEW OPENING IN (E) CONC ON METAL DECK FLOOR
1" = 1'-0"



24 TYP HSS COLUMN BASEPLATE DETAIL
1 1/2" = 1'-0"



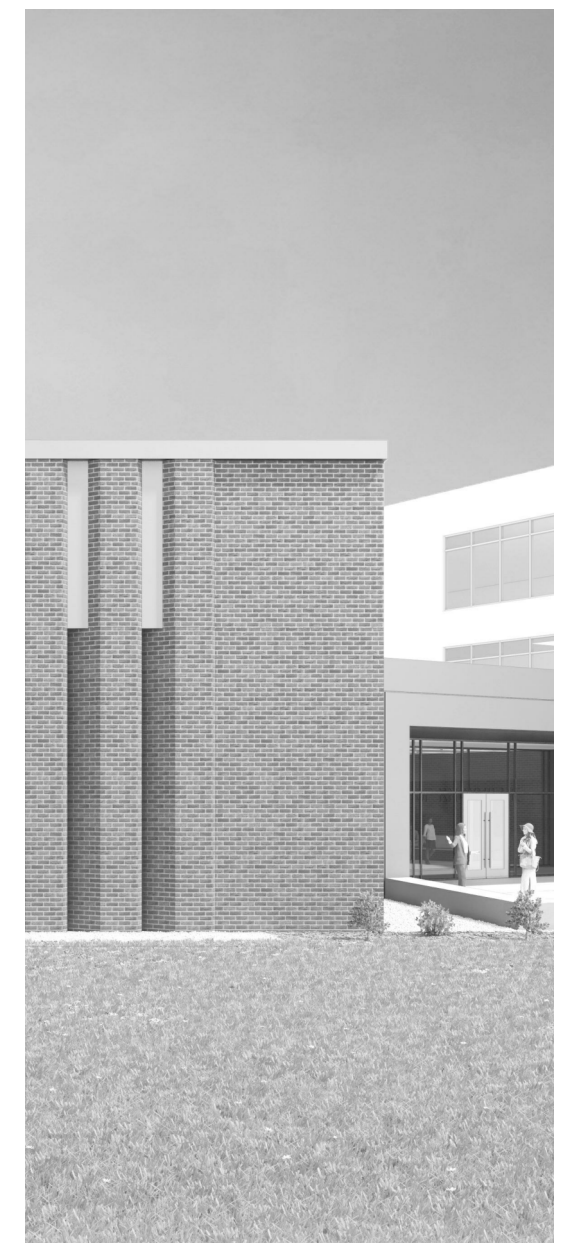
25 OFFSET HSS COLUMN BASEPLATE DETAIL
1 1/2" = 1'-0"



26 TYP REIN AT INTERIOR COMP GIRDERS
1" = 1'-0"



27 TYP COMP STEEL DECK DET AT GIRDER
1" = 1'-0"



Project Information:

19018

COK PUBLIC SAFETY COMPLEX

900 East Oak Hill Ave, Knoxville, TN



Consultant:



#	ISSUE	DATE
1	ADD #1.1	02/10/21

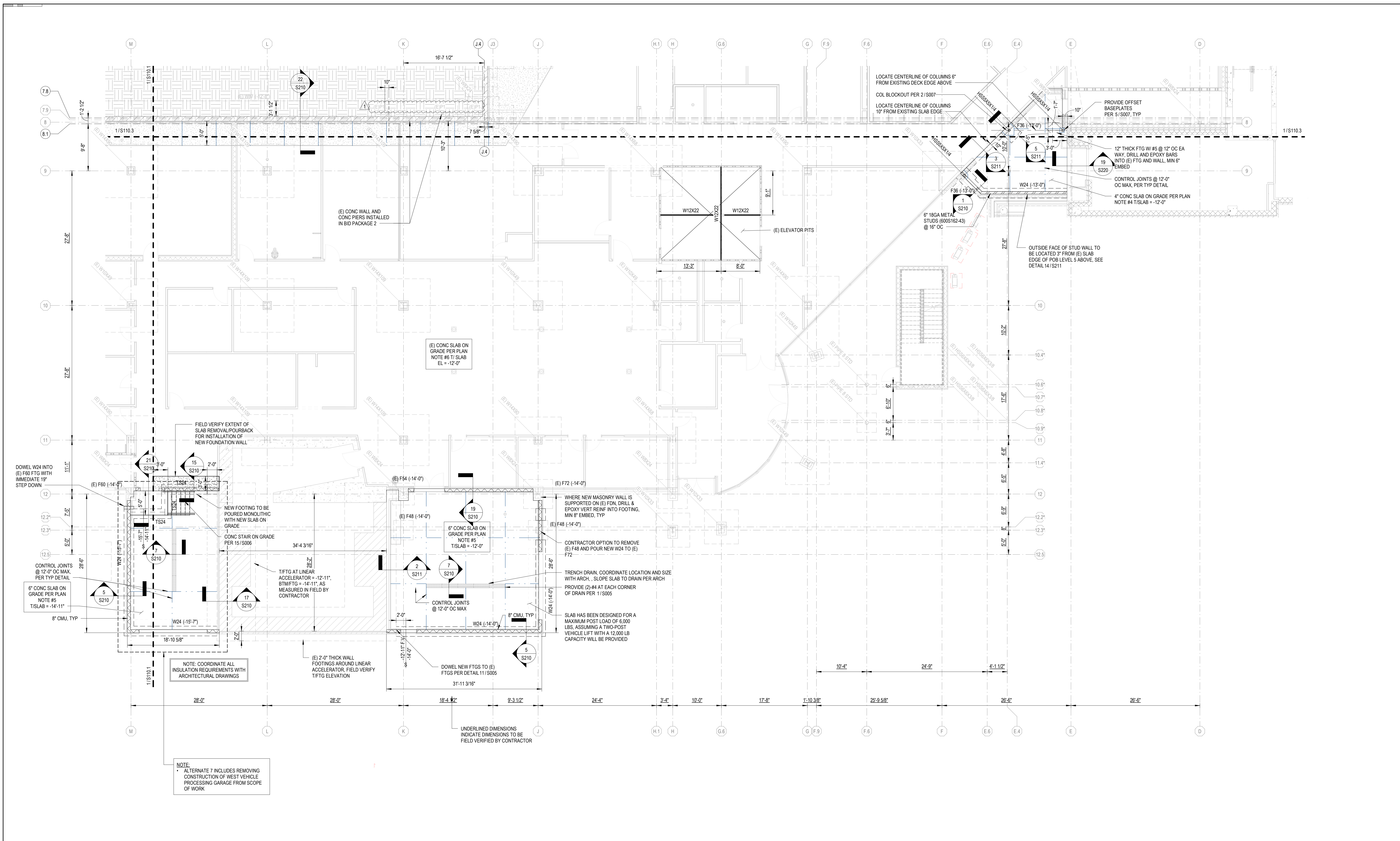
Issue Date: 02/10/21

PKC
PM CSB
PA
Drawn By: CWR
Checked By: RAH

Drawing Info:

S110.2

CA - LEVEL LL3 B
FOUNDATION PLAN



1 CENTRAL ANNEX - LEVEL LL3 FOUNDATION PLAN B

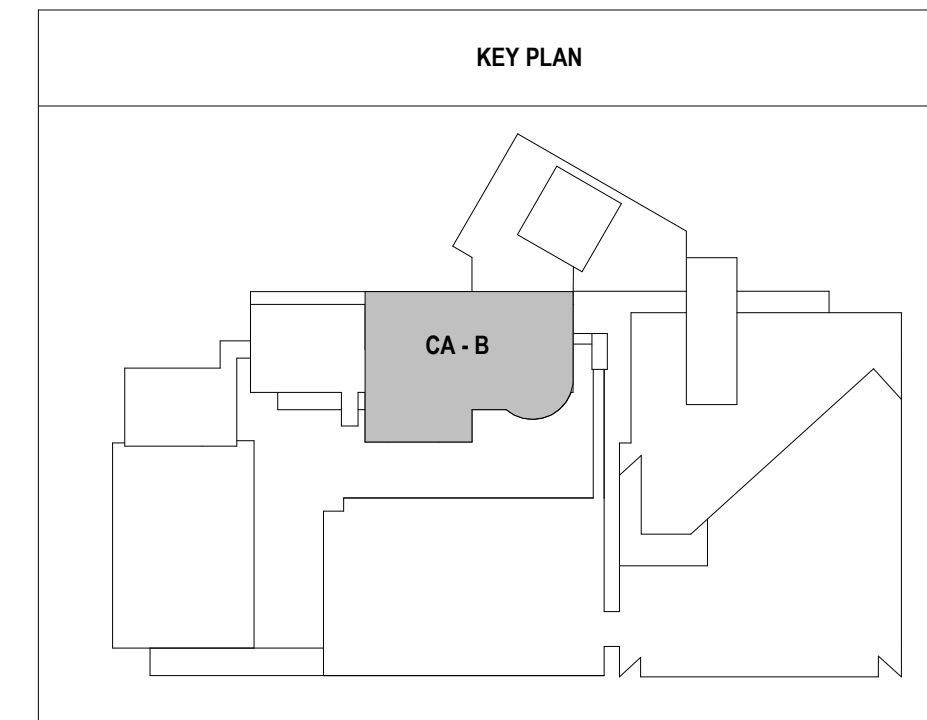
1/8" = 1'-0"

- FOUNDATION PLAN NOTES:**
- ELEVATIONS ARE BASED ON A REFERENCE FLOOR ELEVATION OF 0'-0". TOP OF SLAB ON GRADE AT LL2 IS AT THE REFERENCE ELEVATION UNLESS NOTED OTHERWISE.
 - TI INTERIOR FOOTING ELEVATION = -12'-0". TYP. UNO
 - TE EXTERIOR FOOTING ELEVATION = -13'-4". TYP. UNO
 - NEW SLAB ON GRADE IS 4 INCHES THICK AND REINFORCED WITH WWF 6X6 W2.1XW2.1. SLAB ON GRADE SHALL BE PLACED OVER A VAPOR BARRIER AND 4 INCHES (MIN) COMPACTED GRANULAR FILL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. SEE TYPICAL SLAB ON GRADE DETAILS FOR MORE INFORMATION.
 - NEW SLAB ON GRADE IS 6 INCHES THICK AND REINFORCED WITH WWF 6X6 W2.9XW2.9. SLAB ON GRADE SHALL BE PLACED OVER A VAPOR BARRIER AND 4 INCHES (MIN) COMPACTED GRANULAR FILL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. SEE TYPICAL SLAB ON GRADE DETAILS FOR MORE INFORMATION.
 - PER EXISTING CONSTRUCTION DOCUMENTS, EXISTING SLAB ON GRADE IS 4 INCHES THICK AND REINFORCED WITH WWF 6X6 W1.4XW1.4 AND HAS BEEN PLACED ON VAPOR BARRIER AND 4" OF GRANULAR FILL, UNLESS NOTED OTHERWISE.
 - () INDICATES TOP OF FOOTING ELEVATION AT NON-TYPICAL LOCATIONS.
 - F60 INDICATES COLUMN OR ISOLATED SPREAD FOOTING MARK. SEE SCHEDULE FOR SIZE AND REINFORCEMENT.
 - W24 INDICATES WALL OR CONTINUOUS FOOTING MARK. SEE SCHEDULE FOR SIZE AND REINFORCEMENT.
 - TS24 & TF24 INDICATE THICKENED SLAB AREAS TO BE POURED MONOLITHICALLY WITH SLAB ON GRADE. SEE SCHEDULE FOR SIZE AND REINFORCEMENT.
 - TE DENOTES TURN-DOWN SLAB EDGE. SEE TYPICAL DETAIL FOR SIZE AND REINFORCEMENT.
 - PI INDICATES REINFORCED CONCRETE PEDESTAL. SEE SCHEDULE FOR SIZE AND REINFORCEMENT. TOP OF PEDESTAL IS TO ALIGN WITH ADJACENT WALL UNLESS NOTED OTHERWISE.
 - FOR ELEVATIONS, WALL SECTIONS, AND DIMENSIONS NOT SHOWN, SEE ARCHITECTURAL DRAWINGS.
 - FOR SIDEWALKS, PAVING, AND SITE DETAILS AT THE BUILDING EXTERIOR, SEE ARCHITECTURAL AND CIVIL DRAWINGS.

COLUMN FOOTING SCHEDULE				
MARK	LENGTH	WIDTH	DEPTH	REINFORCEMENT
F36	3'-0"	3'-0"	1'-0"	(4)#5 EW BTM
F48	4'-0"	4'-0"	1'-0"	(5)#5 EW BTM
F60	5'-0"	5'-0"	1'-0"	(6)#5 EW BTM
F72	6'-0"	6'-0"	1'-6"	(7)#5 EW TOP & BTM
F78	6'-6"	6'-6"	1'-6"	(8)#5 EW TOP & BTM
F84	7'-0"	7'-0"	1'-6"	(8)#5 EW TOP & BTM
F96	8'-0"	8'-0"	1'-6"	(8)#5 EW TOP & BTM

WALL FOOTING SCHEDULE				
MARK	WIDTH	DEPTH	REINFORCEMENT	
W24	2'-0"	1'-0"	(3)#5 CONT W/ #5 X 1'-6" TRANS @ 1'-6" OC	
W36	3'-0"	1'-0"	(4)#5 CONT W/ #5 X 2'-6" TRANS @ 1'-6" OC	
W48	4'-0"	1'-0"	(5)#5 CONT W/ #5 X 3'-6" TRANS @ 1'-6" OC	
W72A	6'-0"	1'-4"	(5)#5 CONT W/ #5 X 5'-6" TRANS @ 1'-0" OC TOP & BTM	
W72B	6'-0"	2'-6"	(7)#5 CONT W/ #5 X 5'-6" TRANS @ 1'-0" OC TOP & BTM	
W78A	6'-6"	1'-4"	(7)#5 CONT W/ #5 X 6'-0" TRANS @ 1'-0" OC BTM	
W78B	6'-6"	1'-6"	(8)#5 CONT W/ #5 X 6'-0" TRANS @ 1'-0" OC TOP & BTM	
W87	7'-3"	1'-4"	(8)#5 CONT W/ #5 X 6'-0" TRANS @ 1'-0" OC TOP & BTM	
W96	8'-0"	1'-6"	(9)#5 CONT W/ #5 X 7'-6" TRANS @ 1'-6" OC TOP & BTM	
W120	10'-0"	2'-6"	(13)#5 CONT W/ #5 X 11'-6" TRANS @ 1'-0" OC TOP & BTM	

FOUNDATION PLAN NOTES





Project Information:

19018

COK PUBLIC SAFETY COMPLEX

900 East Oak Hill Ave, Knoxville, TN



Consultant:

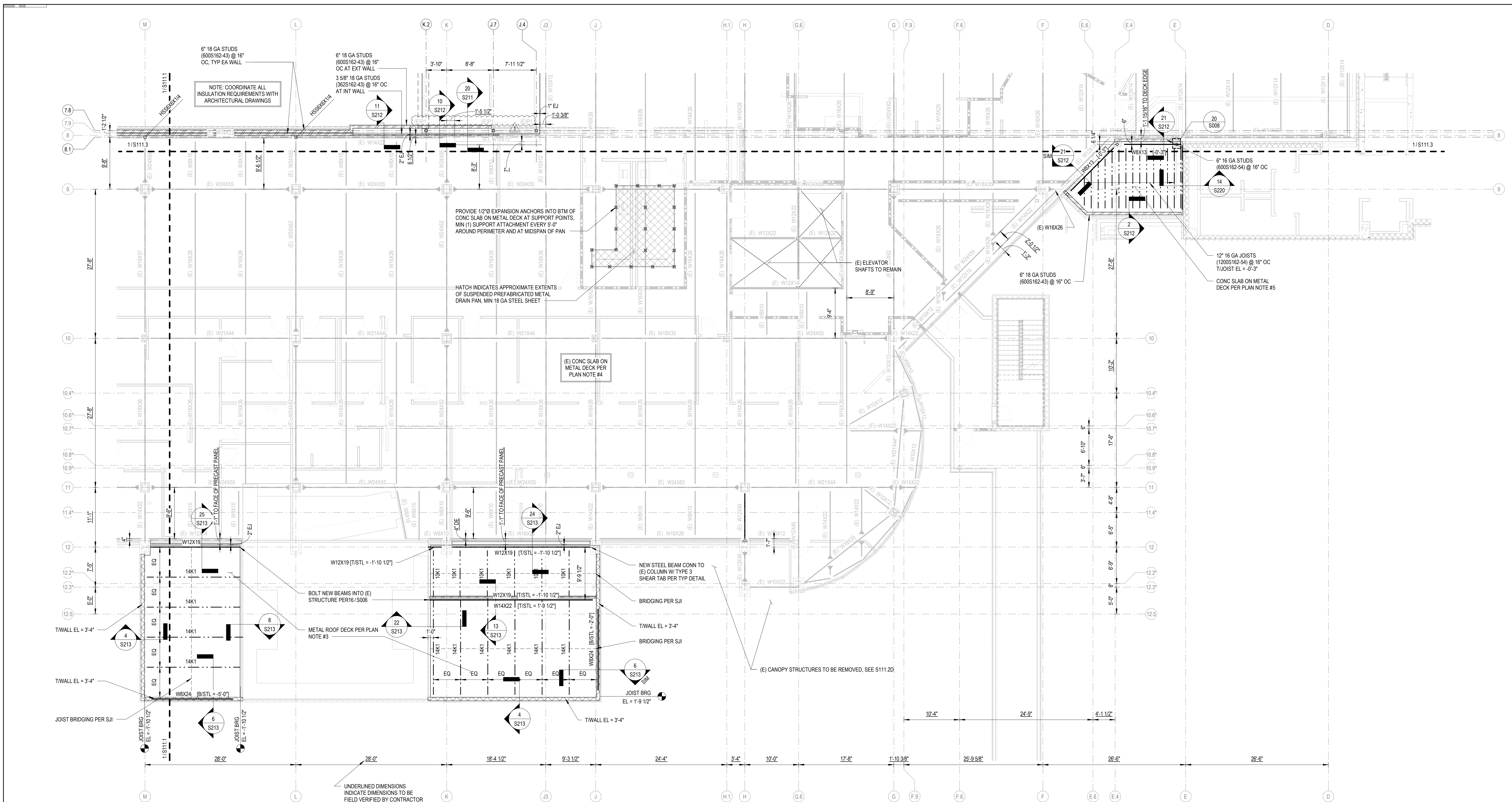


#	ISSUE	DATE
1	ADD #1.1	02/10/21

Issue Date:	02/01/21
PK:	
PM:	CSB
PA:	
Drawn By:	CWR
Checked By:	RAH
Drawing Info:	

S111.2

CA - LEVEL LL2 B
FRAMING PLAN



1 CENTRAL ANNEX - LEVEL LL2 B FRAMING PLAN

- 1/8" = 1'-0"
- FRAMING PLAN NOTES:**
- ELEVATIONS ARE BASED ON A REFERENCE FLOOR ELEVATION OF 0'-0". UNO. TOP OF SLAB ON GRADE AT LL2 IS AT THE REFERENCE ELEVATION UNLESS NOTED OTHERWISE.
 - JOIST BEARING ELEVATION INDICATED ON PLAN.
 - ROOF DECK IS 1 1/2" 22 GA TYPE B METAL DECK, TYP. UNO. SEE TYPICAL STEEL DETAILS FOR MORE INFORMATION.
 - PER EXISTING CONSTRUCTION DOCUMENTS, EXISTING FLOOR SLAB IS 3 1/4" LW CONCRETE OVER 2" 20 GA COMPOSITE METAL DECK (5 1/4" TOTAL THICKNESS) REINFORCED WITH WWF 6X6 W1-4XW1.4, TYP. UNO. TYP(E) SLAB ELEVATION = 12'-0".
 - FLOOR SLAB AT CONNECTOR IS 2 1/2" CONCRETE OVER 0.6C 24 GAUGE METAL DECK (2" TOTAL THICKNESS), TYP. UNO. SEE TYPICAL STEEL DETAILS FOR MORE INFORMATION.
 - 1 | INDICATES TOP OF STEEL ELEVATION.
 - FOR ELEVATIONS, WALL SECTIONS, AND DIMENSIONS NOT SHOWN, SEE ARCHITECTURAL DRAWINGS.

FRAMING PLAN NOTES



Project Information:

19018

COK PUBLIC SAFETY COMPLEX

900 East Oak Hill Ave, Knoxville, TN



Consultant:



#	ISSUE	DATE
1	ADD #1	02/01/21

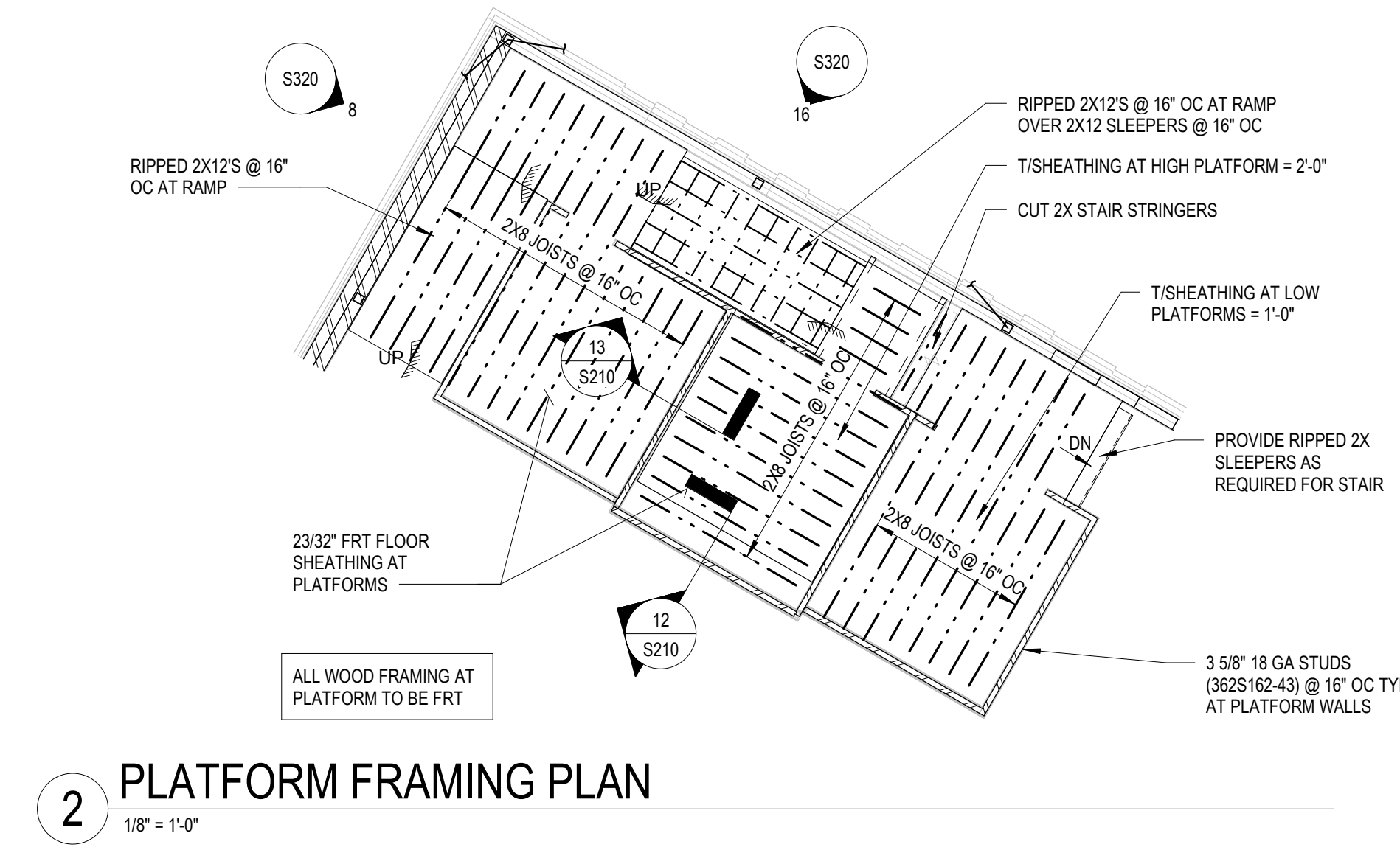
Issue Date: 02/01/21

PK: CSB
PM: CSB
PA: CSB
Checked By: CWR
Checked By: RAH

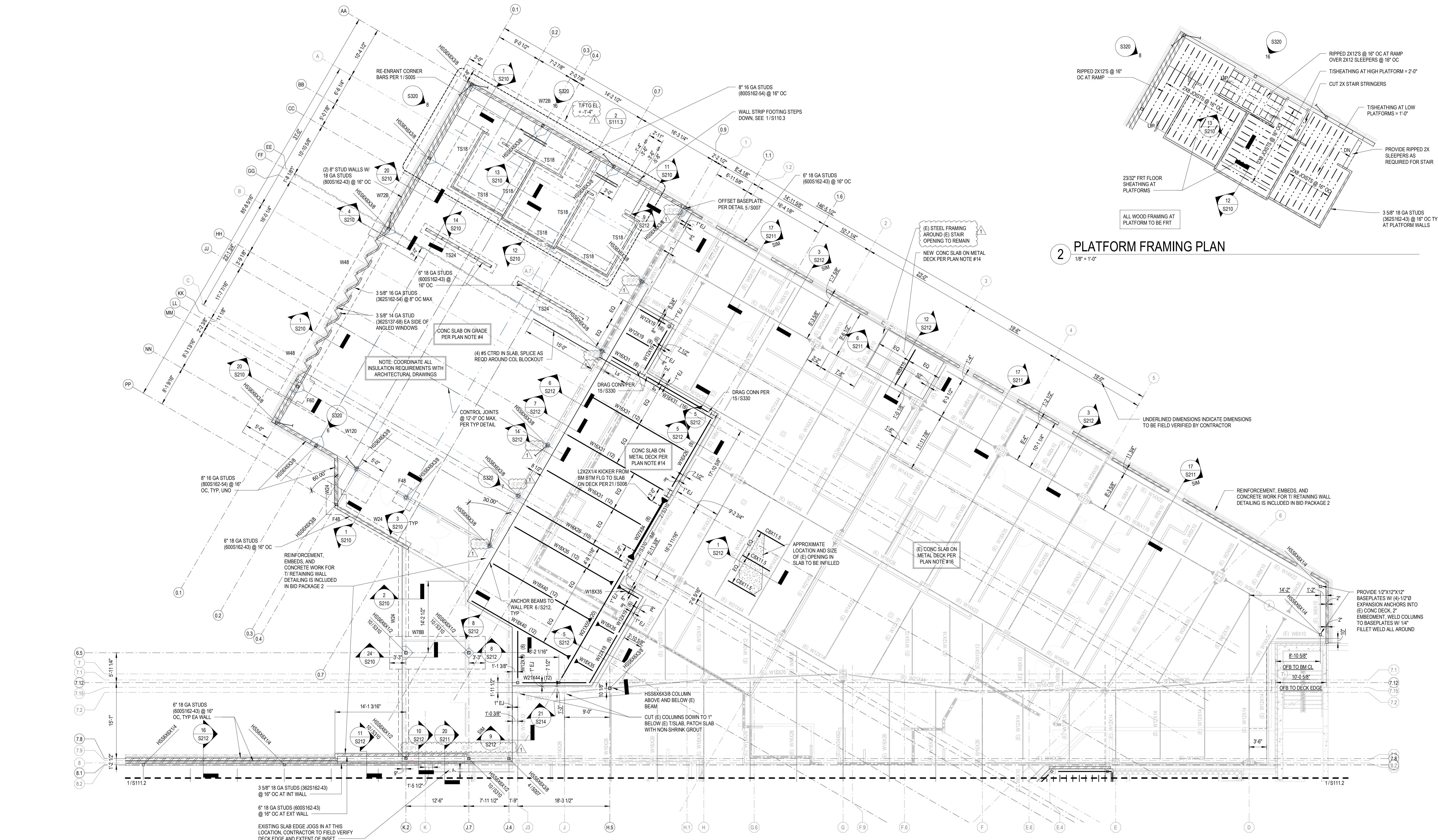
Drawing Info:

S111.3

CA - LEVEL LL2 C
FRAMING PLAN



2 PLATFORM FRAMING PLAN
1/8" = 1'-0"



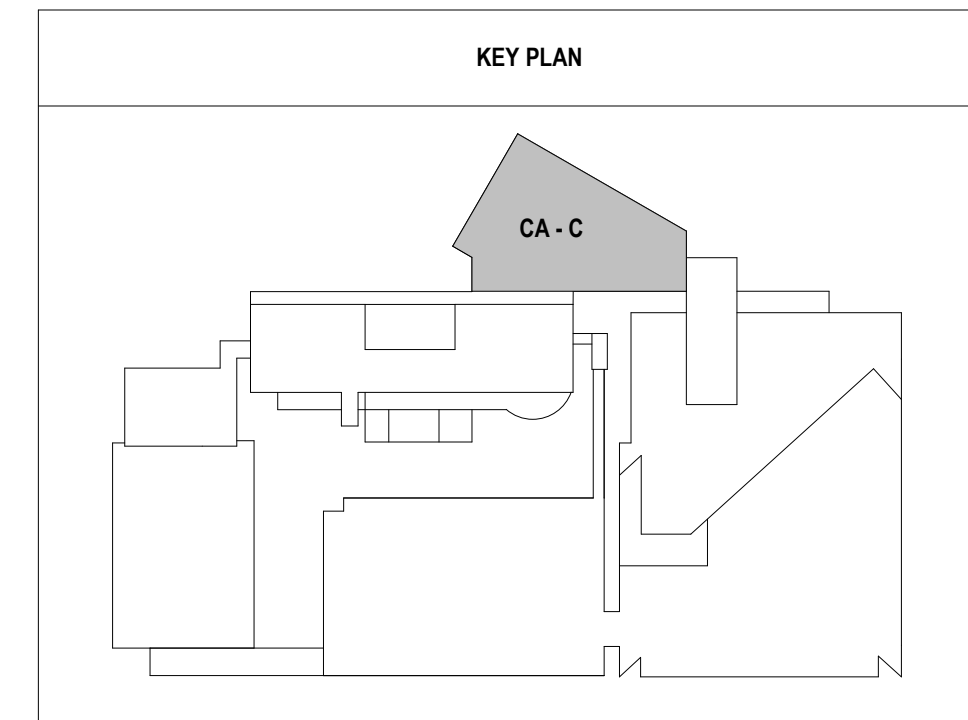
1 CENTRAL ANNEX - LEVEL LL2 C FRAMING PLAN
1/8" = 1'-0"

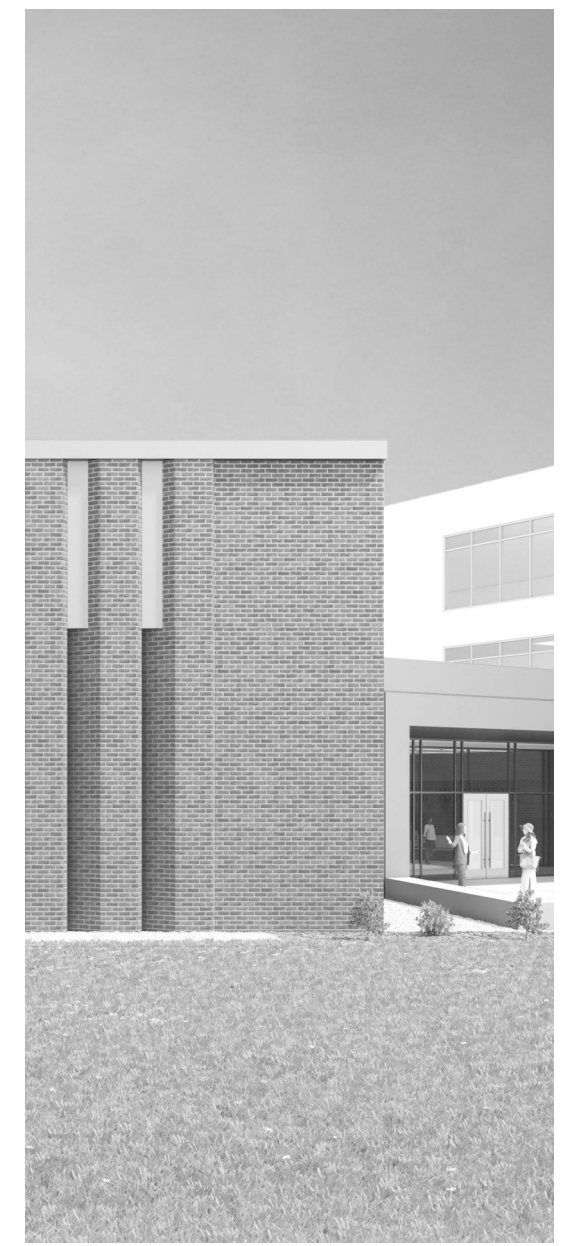
FOUNDATION AND FRAMING PLAN NOTES:

- ELEVATIONS ARE BASED ON A REFERENCE FLOOR ELEVATION OF 0'-0". TOP OF SLAB ON GRADE AT LL2 IS AT THE REFERENCE ELEVATION UNLESS NOTED OTHERWISE.
- T_I INTERIOR FOOTING ELEVATION = 0'-9". TYP. UNO
- T_E EXTERIOR FOOTING ELEVATION = 1'-4". TYP. UNO
- NEW SLAB ON GRADE IS 4 INCHES THICK AND REINFORCED WITH WWF #6 @ 12" X 12". SLAB ON GRADE SHALL BE PLACED OVER A VAPOR BARRIER AND 4 INCHES (MIN) COMPACTED GRANULAR FILL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. SEE TYPICAL SLAB ON GRADE DETAILS FOR MORE INFORMATION.
- T_I INDICATES TOP OF FOOTING ELEVATION AT NON-TYPICAL LOCATIONS.
- F60 INDICATES COLUMN OR ISOLATED SPREAD FOOTING MARK. SEE SCHEDULE FOR SIZE AND REINFORCEMENT.
- W60 INDICATES WALL OR CONTINUOUS FOOTING MARK. SEE SCHEDULE FOR SIZE AND REINFORCEMENT.
- TS24 & TS24 INDICATE THICKENED SLAB AREAS TO BE POURED MONOLITHICALLY WITH SLAB ON GRADE. SEE SCHEDULE FOR SIZE AND REINFORCEMENT.
- TB24 INDICATES THE BEAM MARK. SEE SCHEDULE FOR SIZE AND REINFORCEMENT.
- TE INDICATES TURN-DOWN SLAB EDGE. SEE TYPICAL DETAIL FOR SIZE AND REINFORCEMENT.
- P1 INDICATES REINFORCED CONCRETE PEDESTAL. SEE SCHEDULE FOR SIZE AND REINFORCEMENT. TOP OF PEDESTAL IS TO ALIGN WITH ADJACENT WALL UNLESS NOTED OTHERWISE.
- FOR ELEVATIONS, WALL SECTIONS, AND DIMENSIONS NOT SHOWN, SEE ARCHITECTURAL DRAWINGS.
- FOR SIDEWALKS, PARKING, AND SITE DETAILS AT THE BUILDING EXTERIOR, SEE ARCHITECTURAL AND CIVIL DRAWINGS.
- NEW FLOOR SLAB IS 2 1/2" CONCRETE OVER 3" 20 GA #1 METAL DECK IS 1/2" TOTAL THICKNESS REINFORCED WITH WWF #6 @ 12" X 12". TYP. UNO. SEE TYPICAL STEEL DETAILS FOR MORE INFORMATION. TISLAB ELEVATION = 12'-0".
- TISLAB ELEVATION = 11'-6 1/2". TYP. UNO
- T_I INDICATES TOP OF STEEL ELEVATION
- PER EXISTING CONSTRUCTION DOCUMENTS, EXISTING FLOOR SLAB IS 3 1/4" LW CONCRETE OVER 2" 20 GA COMPOSITE METAL DECK IS 1/4" TOTAL THICKNESS REINFORCED WITH WWF #6 @ 12" X 12". TYP. UNO
- FOR ELEVATIONS, WALL SECTIONS, AND DIMENSIONS NOT SHOWN, SEE ARCHITECTURAL DRAWINGS.

WALL FOOTING SCHEDULE			
MARK	WIDTH	DEPTH	REINFORCEMENT
W24	2'-0"	1'-0"	(3)-#5 CONT W/ #5 X 1'-6" TRANS @ 1'-6" OC
W36	3'-0"	1'-0"	(4)-#5 CONT W/ #5 X 2'-6" TRANS @ 1'-6" OC
W48	4'-0"	1'-0"	(5)-#5 CONT W/ #5 X 3'-6" TRANS @ 1'-6" OC
W72A	6'-0"	1'-4"	(5)-#5 CONT W/ #5 X 5'-6" TRANS @ 10" OC TOP & BTM
W72B	6'-0"	2'-0"	(7)-#5 CONT W/ #5 X 5'-6" TRANS @ 1'-0" OC TOP & BTM
W78A	6'-0"	1'-4"	(7)-#5 CONT W/ #5 X 6'-0" TRANS @ 12" OC BTM
W78B	6'-0"	1'-6"	(8)-#5 CONT W/ #5 X 6'-0" TRANS @ 1'-0" OC TOP & BTM
W87	7'-3"	1'-4"	(8)-#5 CONT W/ #5 X 6'-0" TRANS @ 10" OC TOP & BTM
W96	8'-0"	1'-6"	(9)-#5 CONT W/ #5 X 7'-6" TRANS @ 1'-6" OC TOP & BTM
W120	10'-0"	2'-6"	(13)-#5 CONT W/ #5 X 11'-6" TRANS @ 1'-0" OC TOP & BTM

COLUMN FOOTING SCHEDULE				
MARK	LENGTH	WIDTH	DEPTH	REINFORCEMENT
F36	3'-0"	3'-0"	1'-0"	(4)-#5 EW BTM
F48	4'-0"	4'-0"	1'-0"	(5)-#5 EW BTM
F60	5'-0"	5'-0"	1'-0"	(6)-#5 EW BTM
F72	6'-0"	6'-0"	1'-6"	(7)-#5 EW TOP & BTM
F78	6'-6"	6'-6"	1'-6"	(8)-#5 EW TOP & BTM
F84	7'-0"	7'-0"	1'-6"	(8)-#5 EW TOP & BTM
F96	8'-0"	8'-0"	1'-6"	(9)-#5 EW TOP & BTM





Project Information:

19018

**COK PUBLIC SAFETY
COMPLEX**

900 East Oak Hill Ave, Knoxville, TN



Consultant:



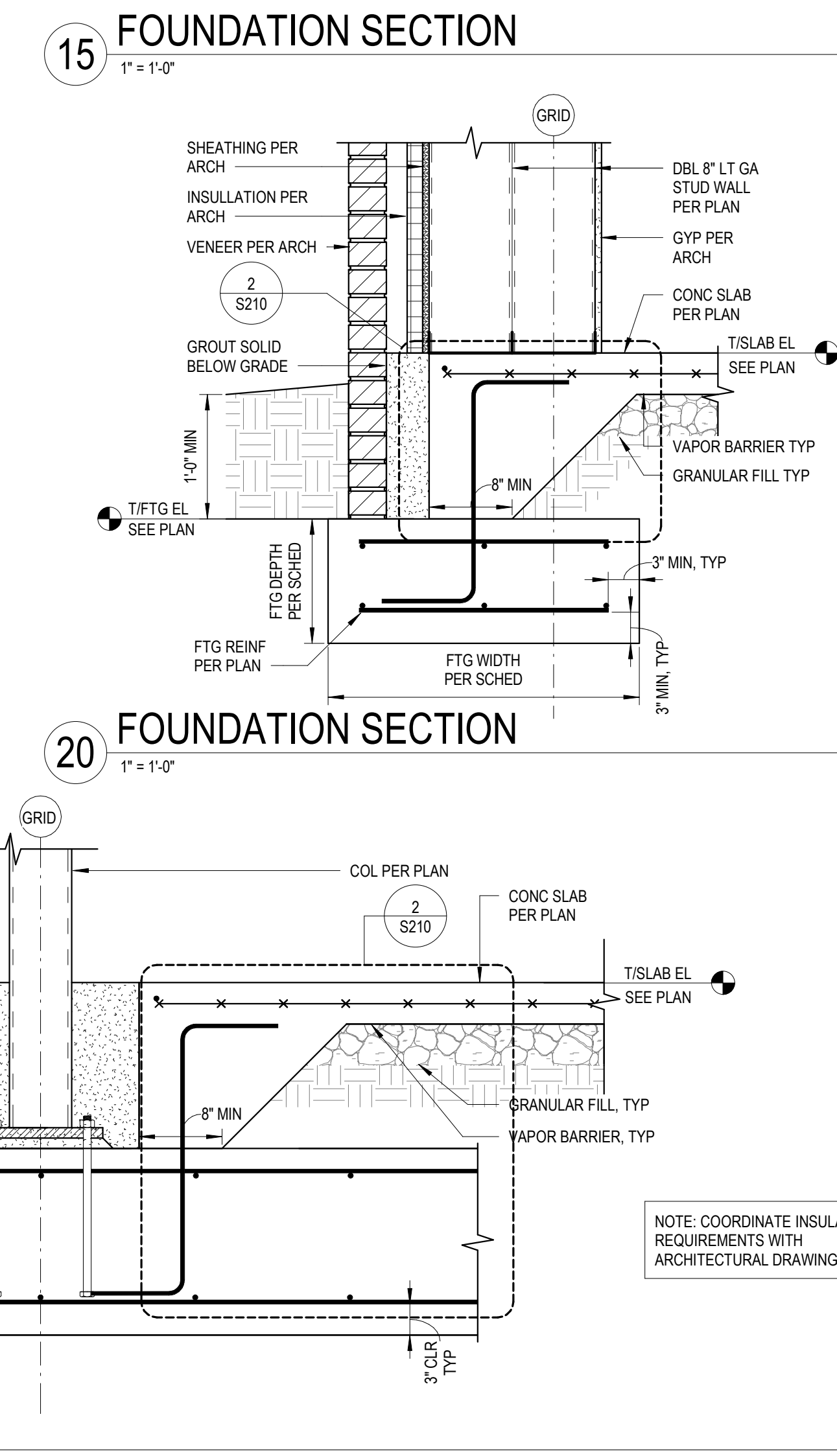
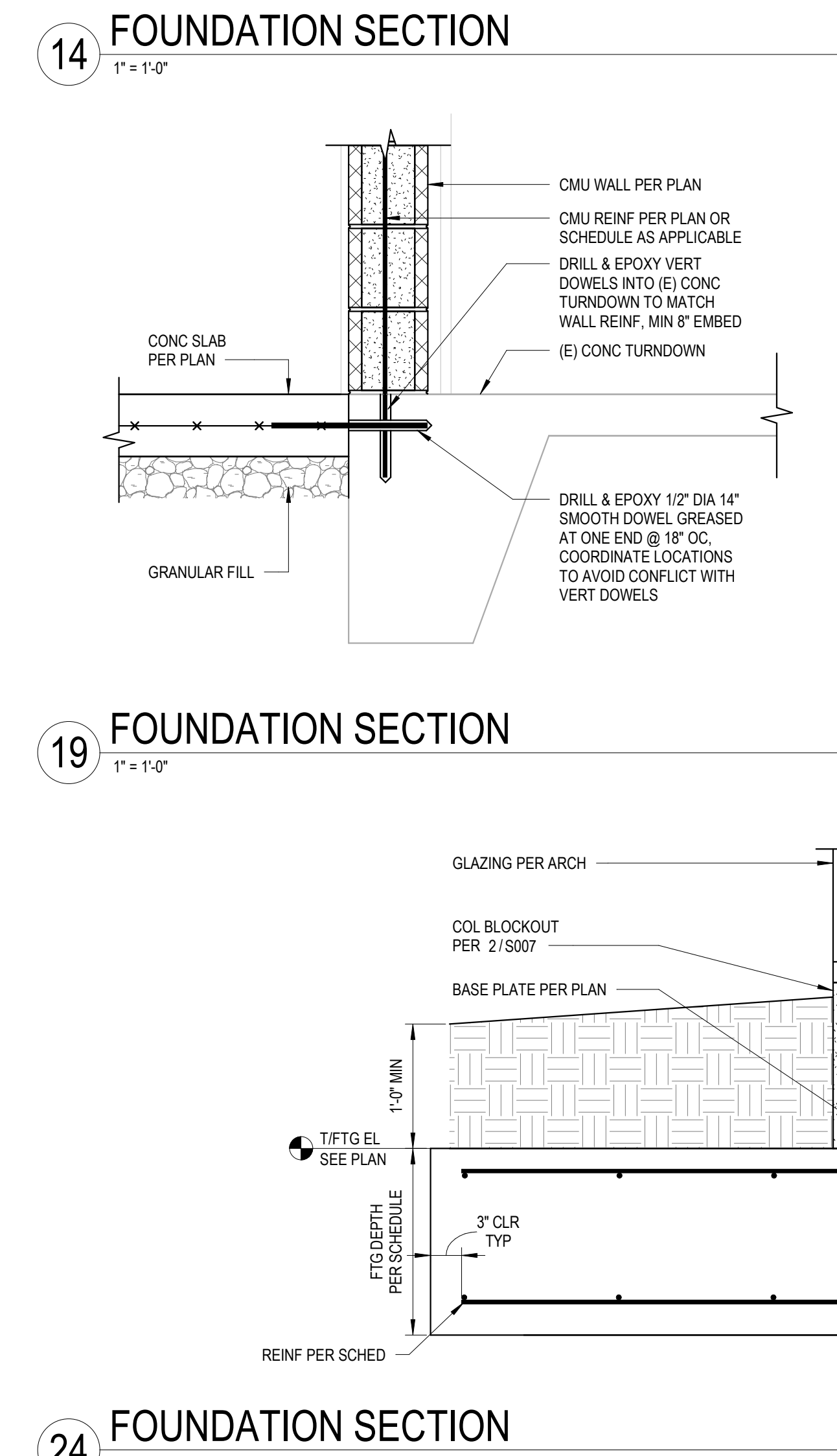
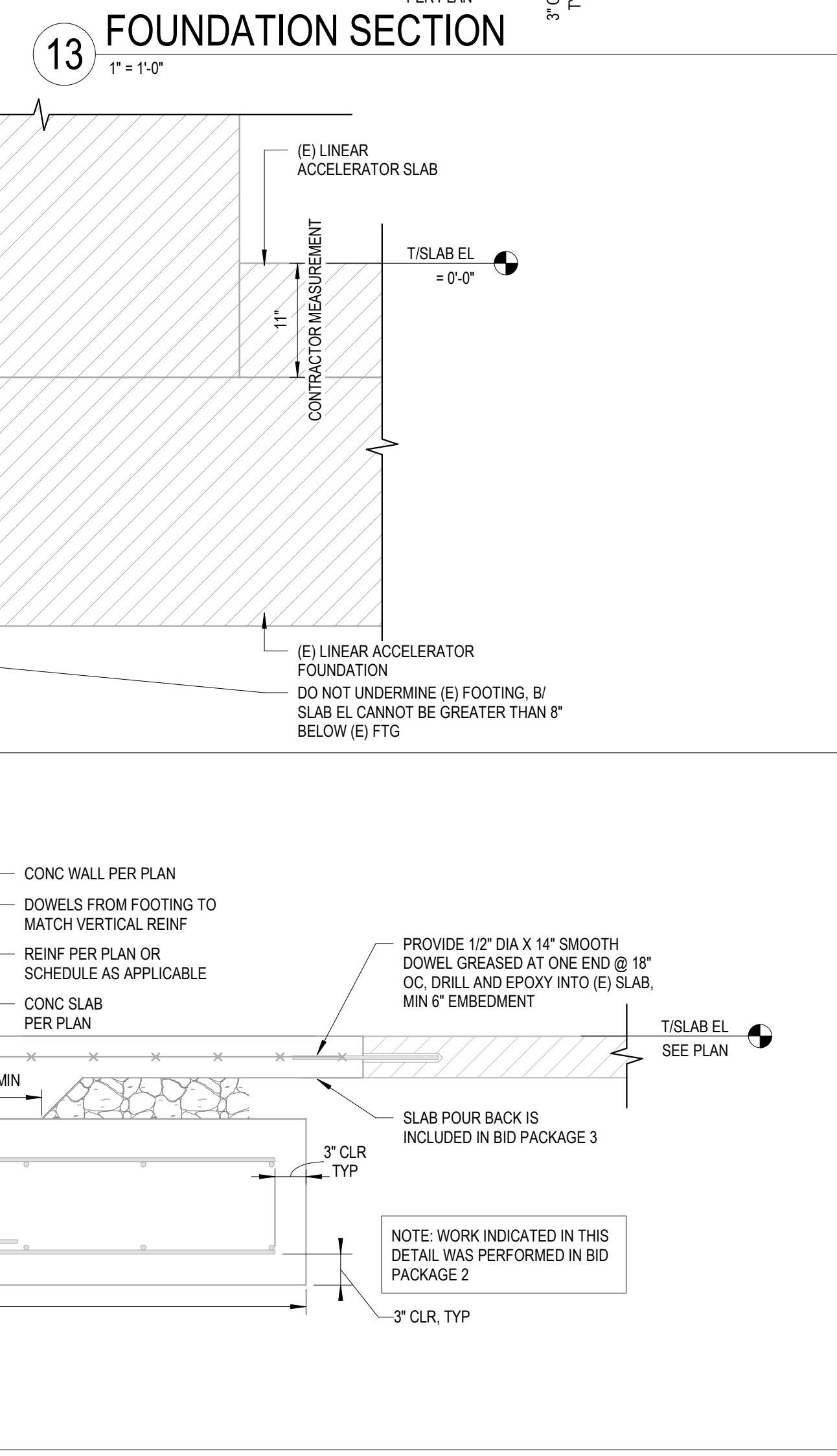
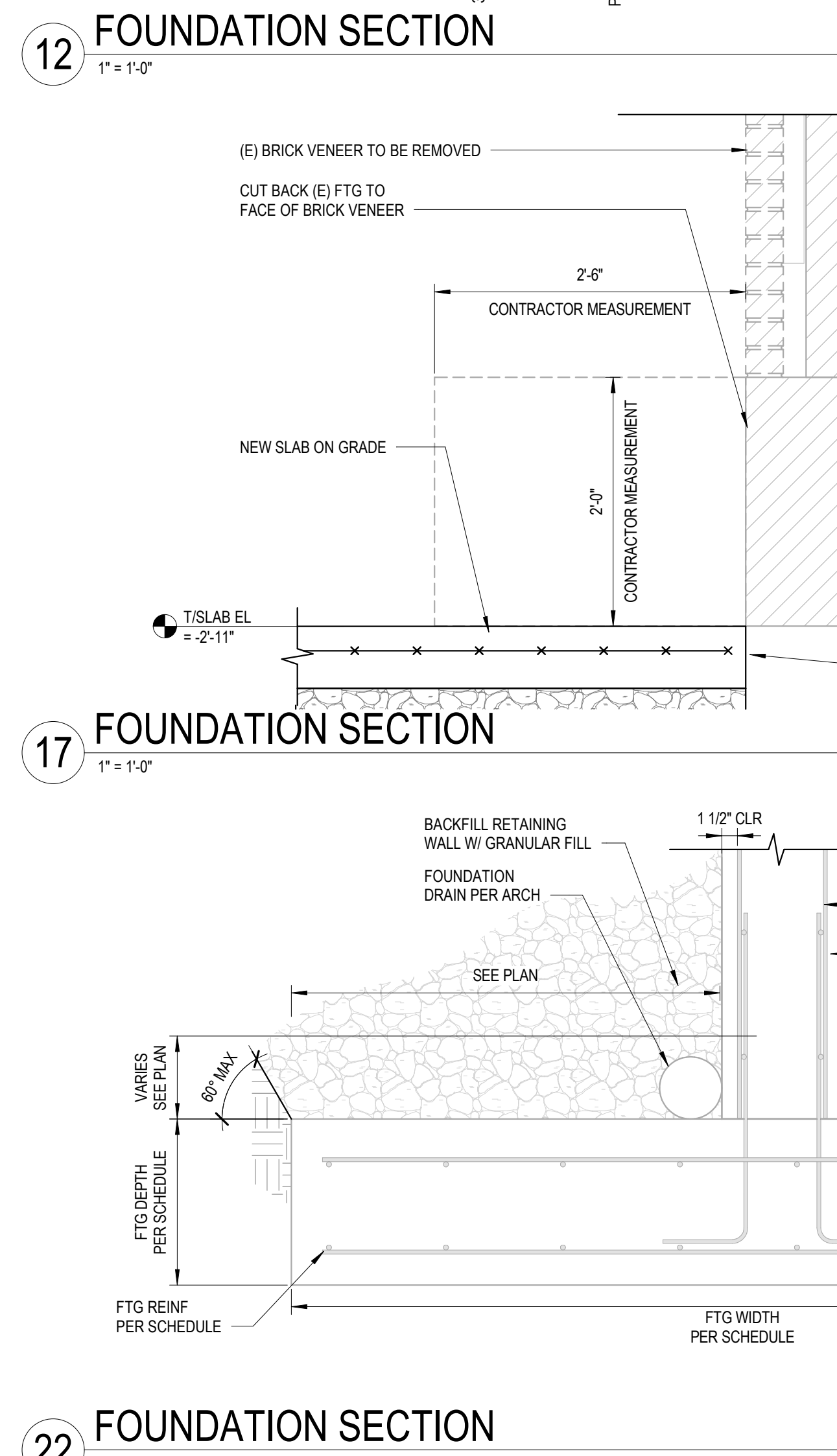
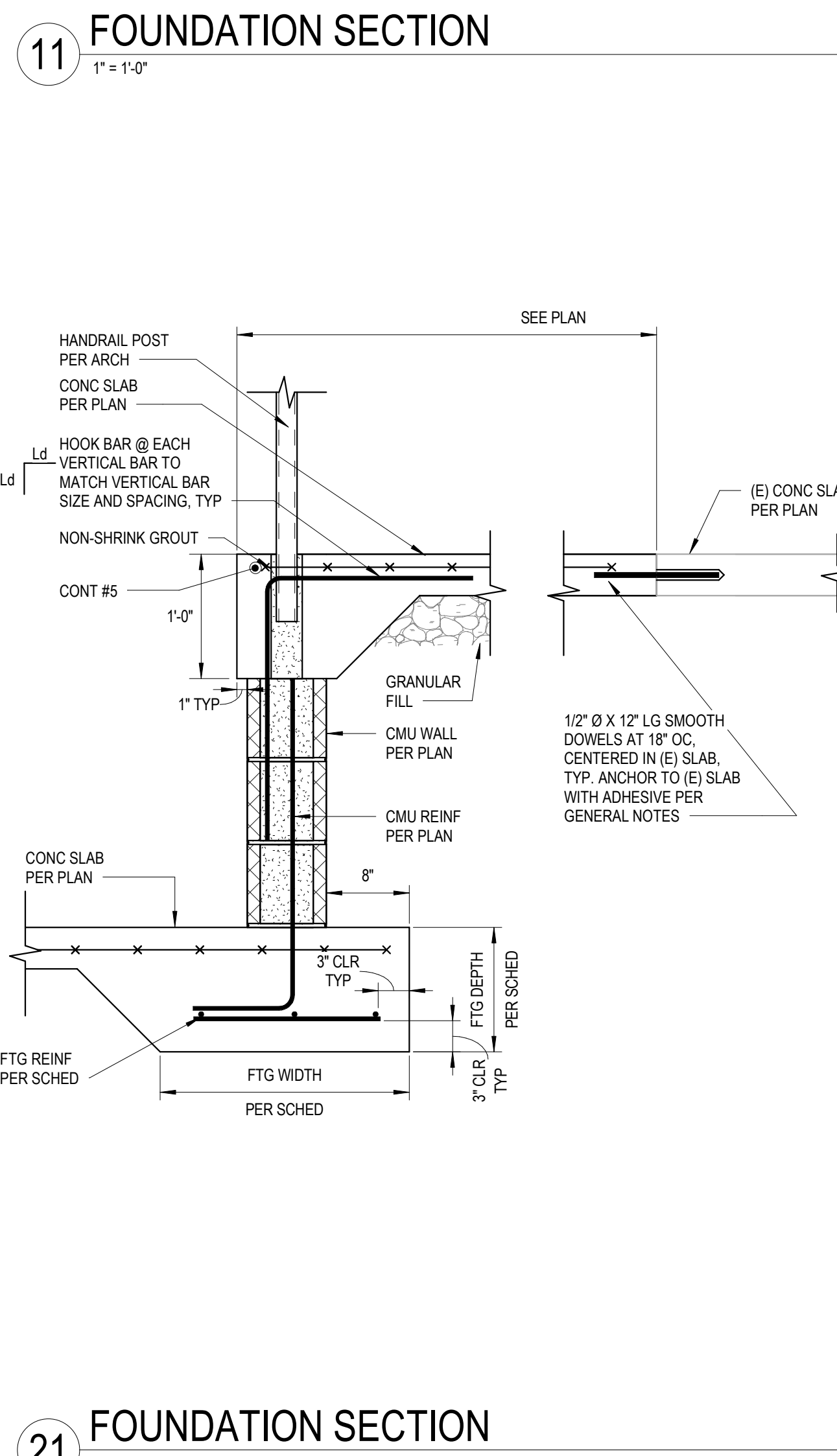
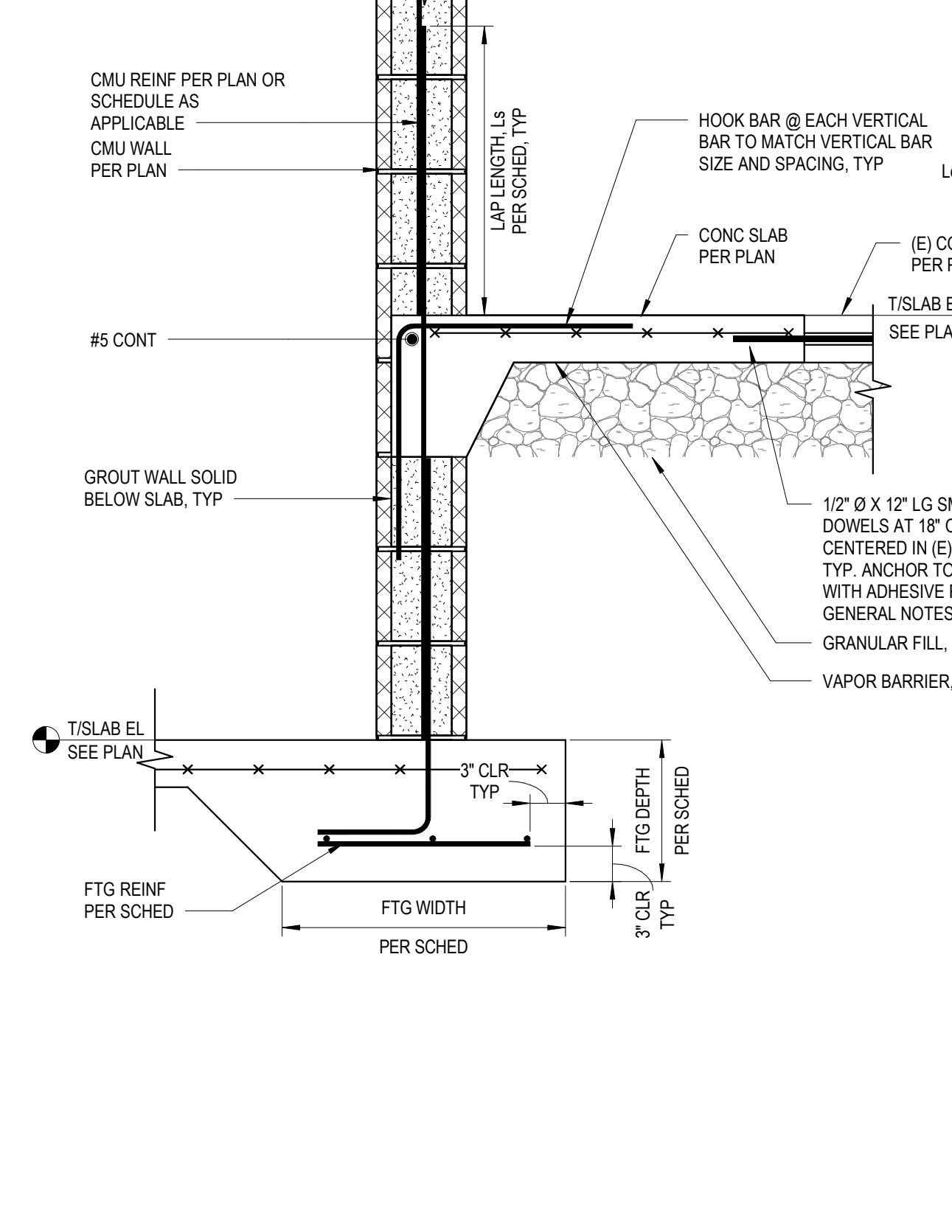
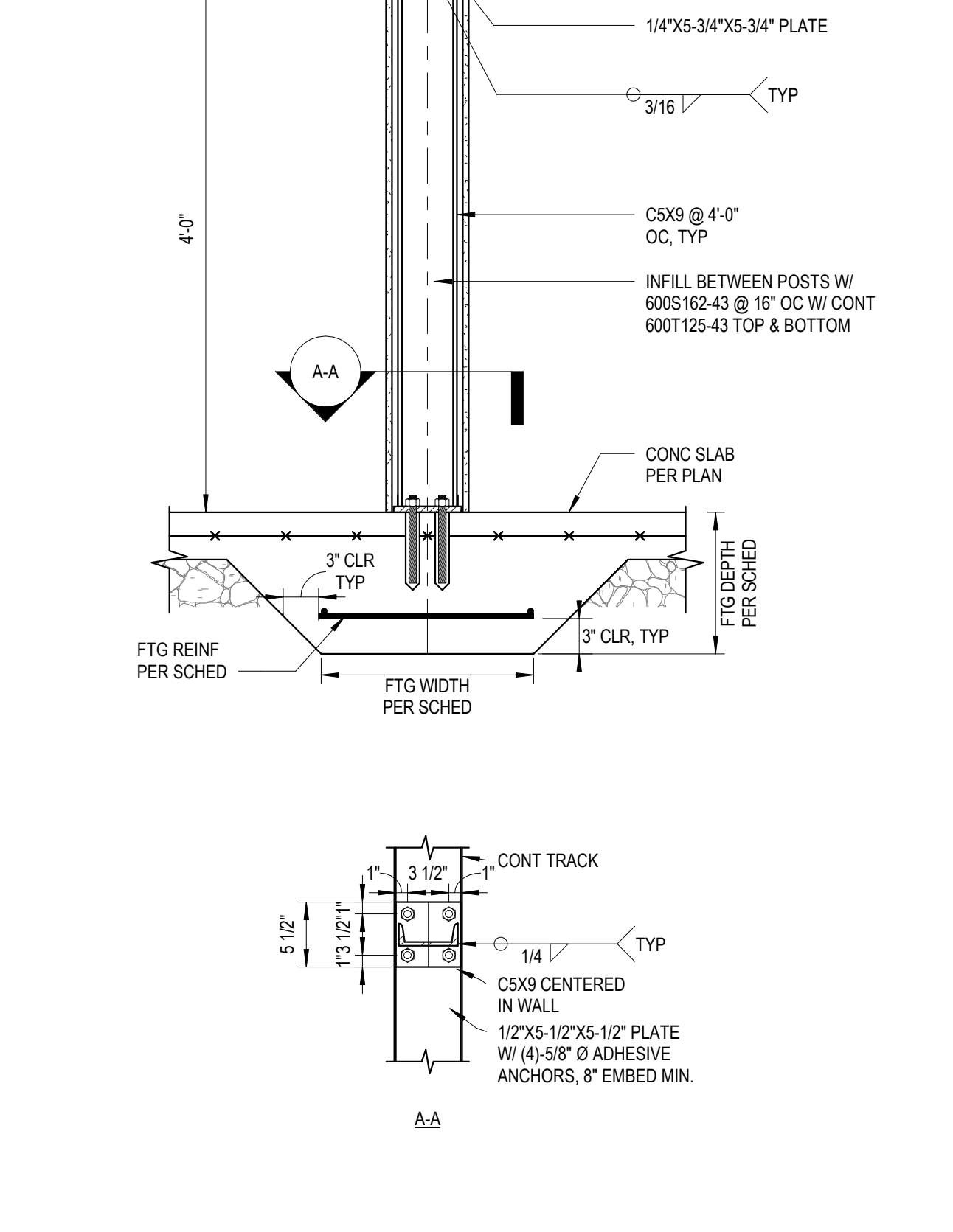
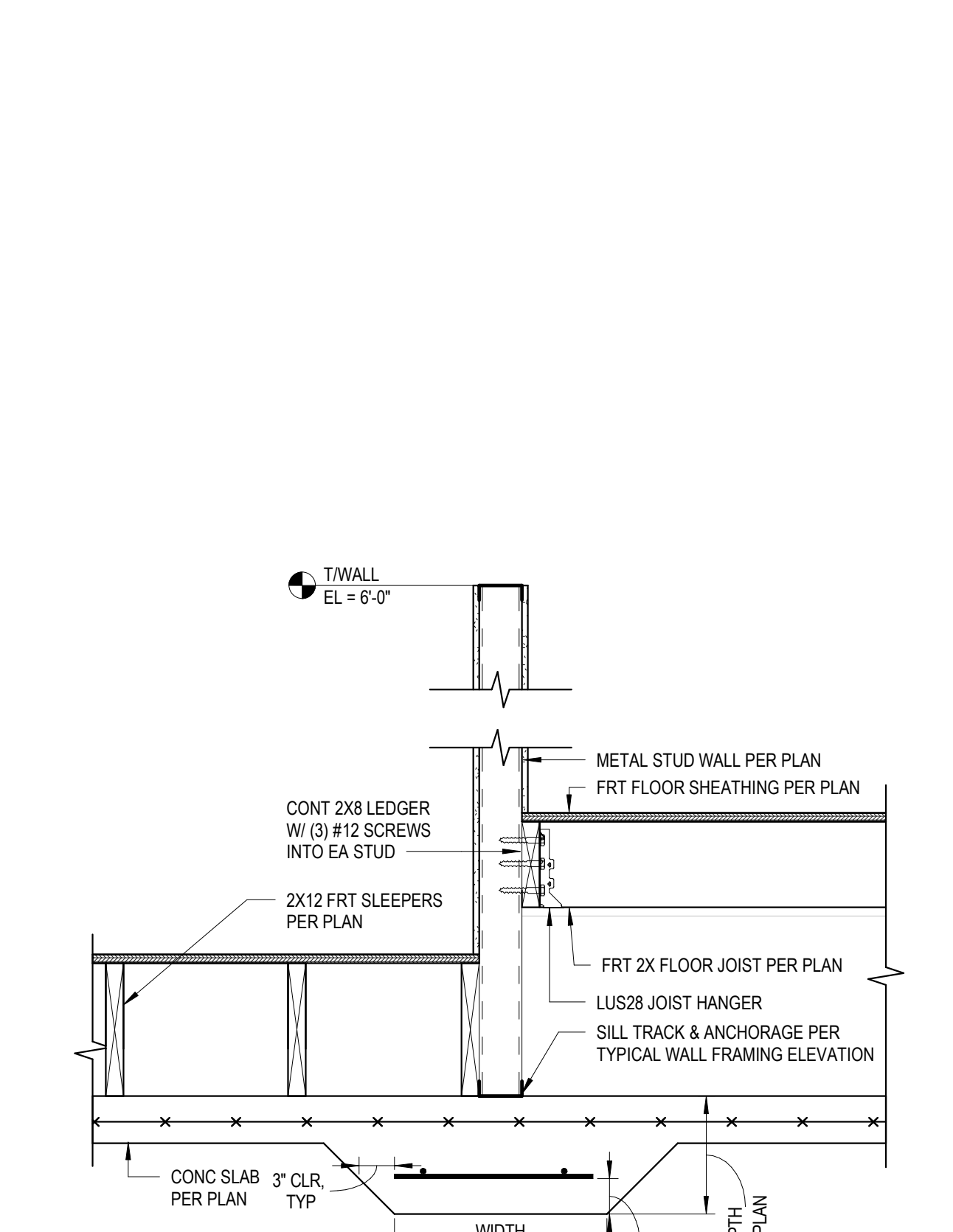
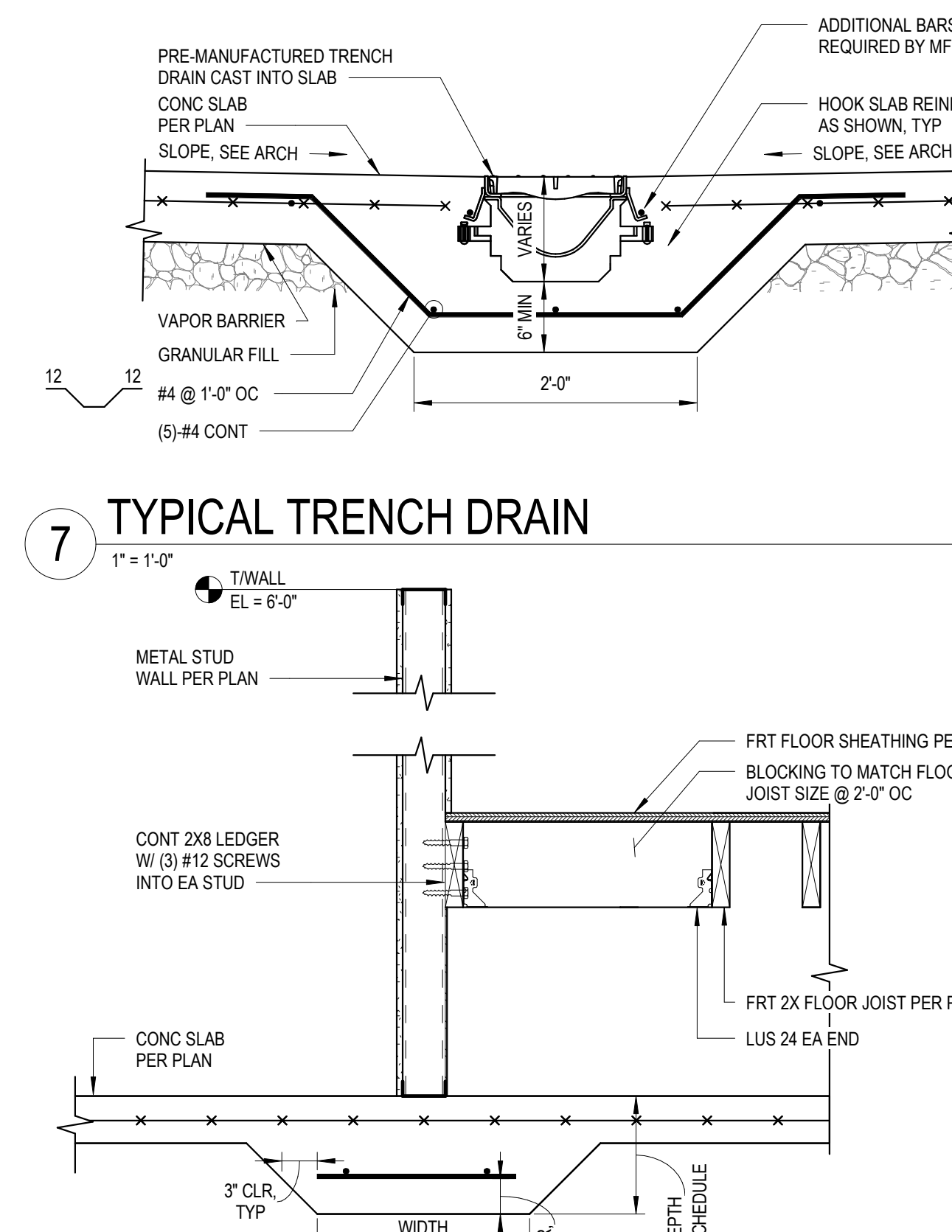
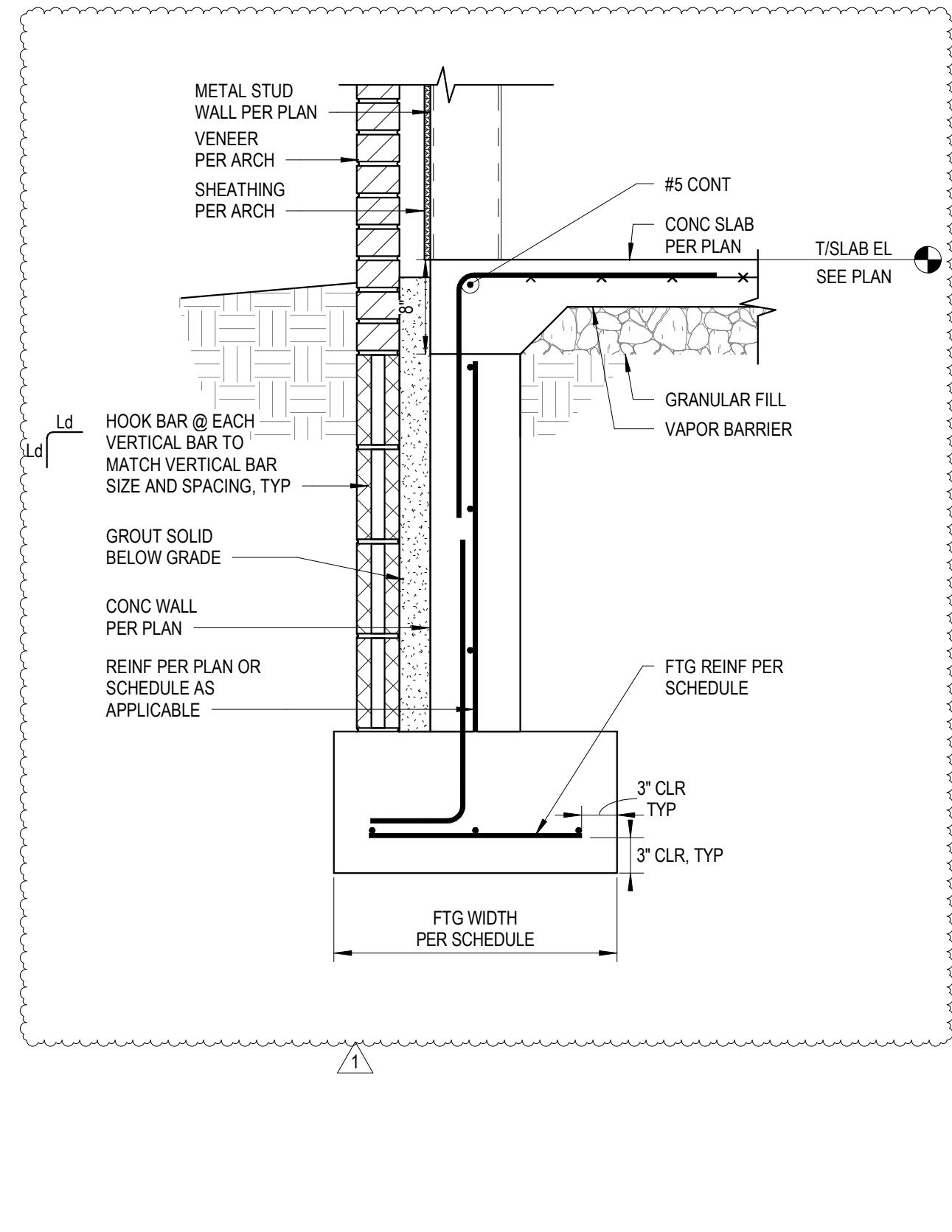
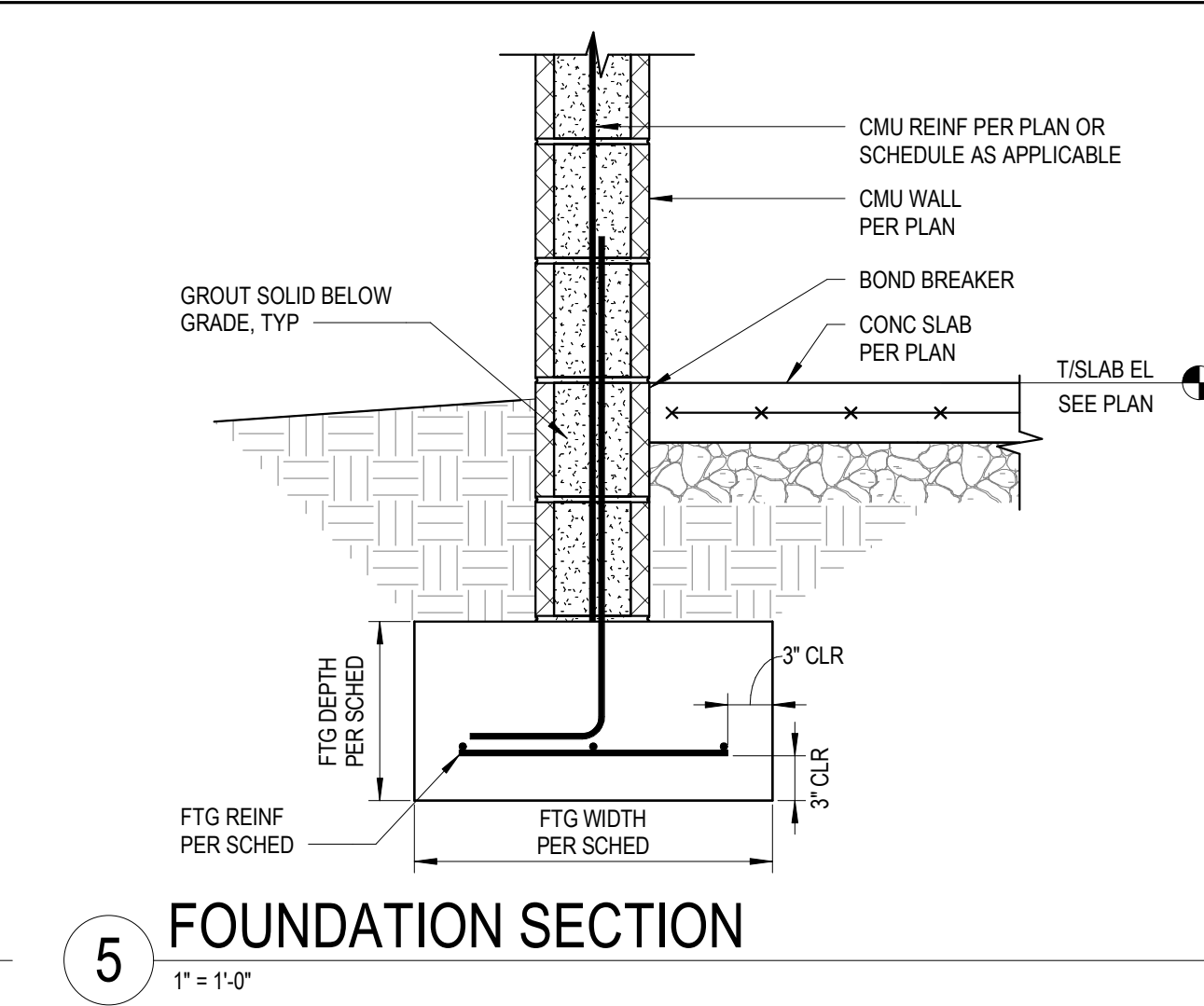
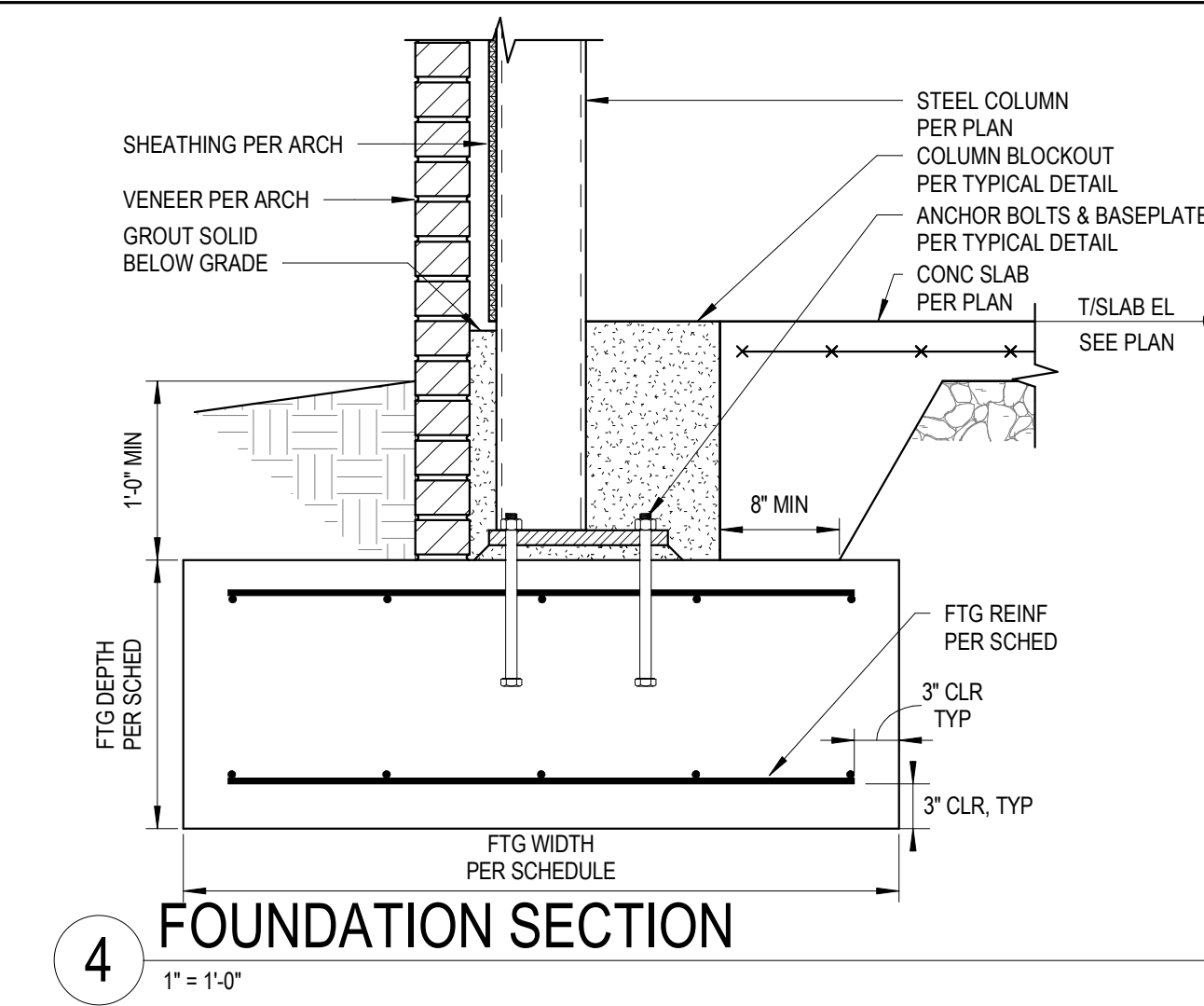
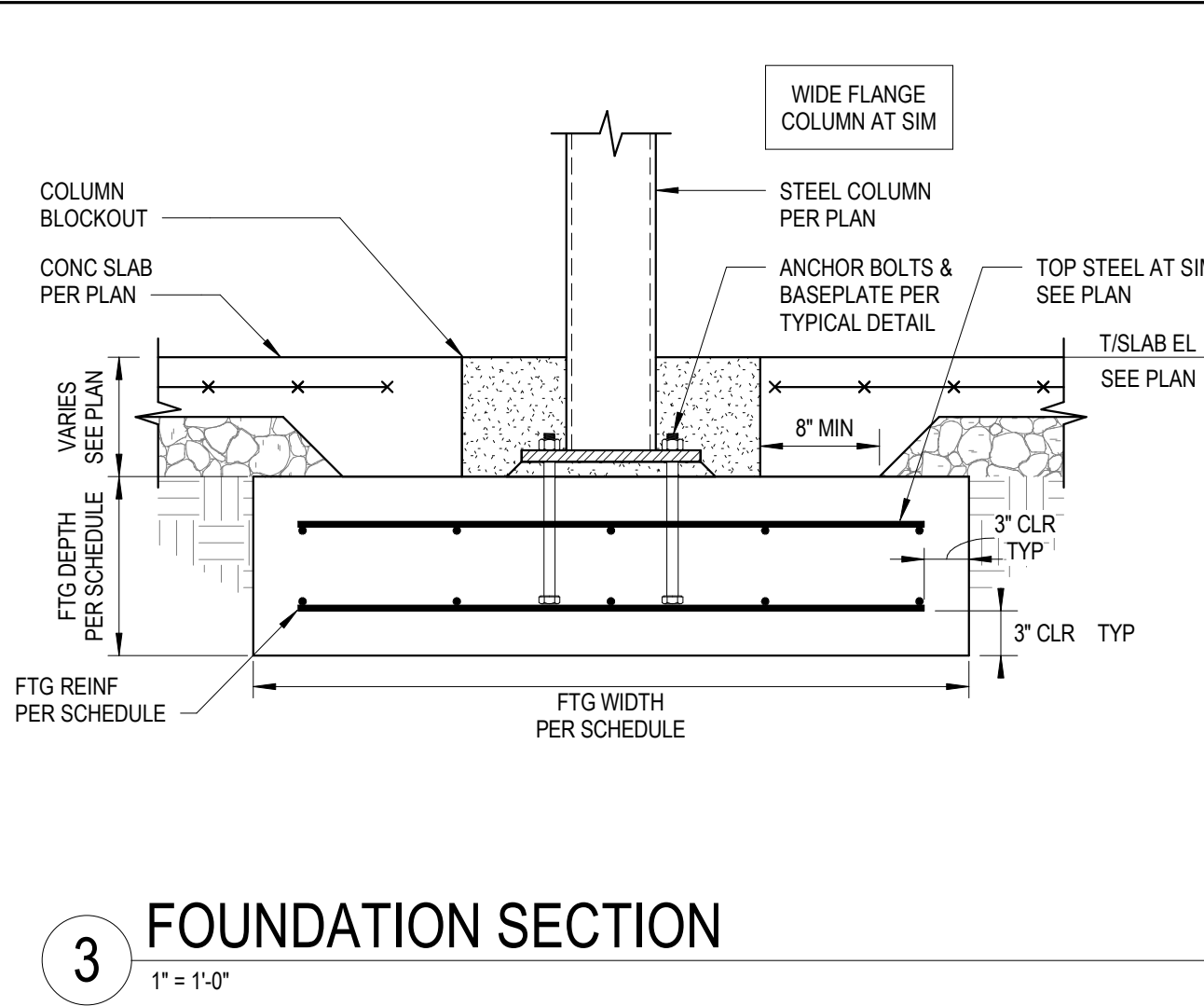
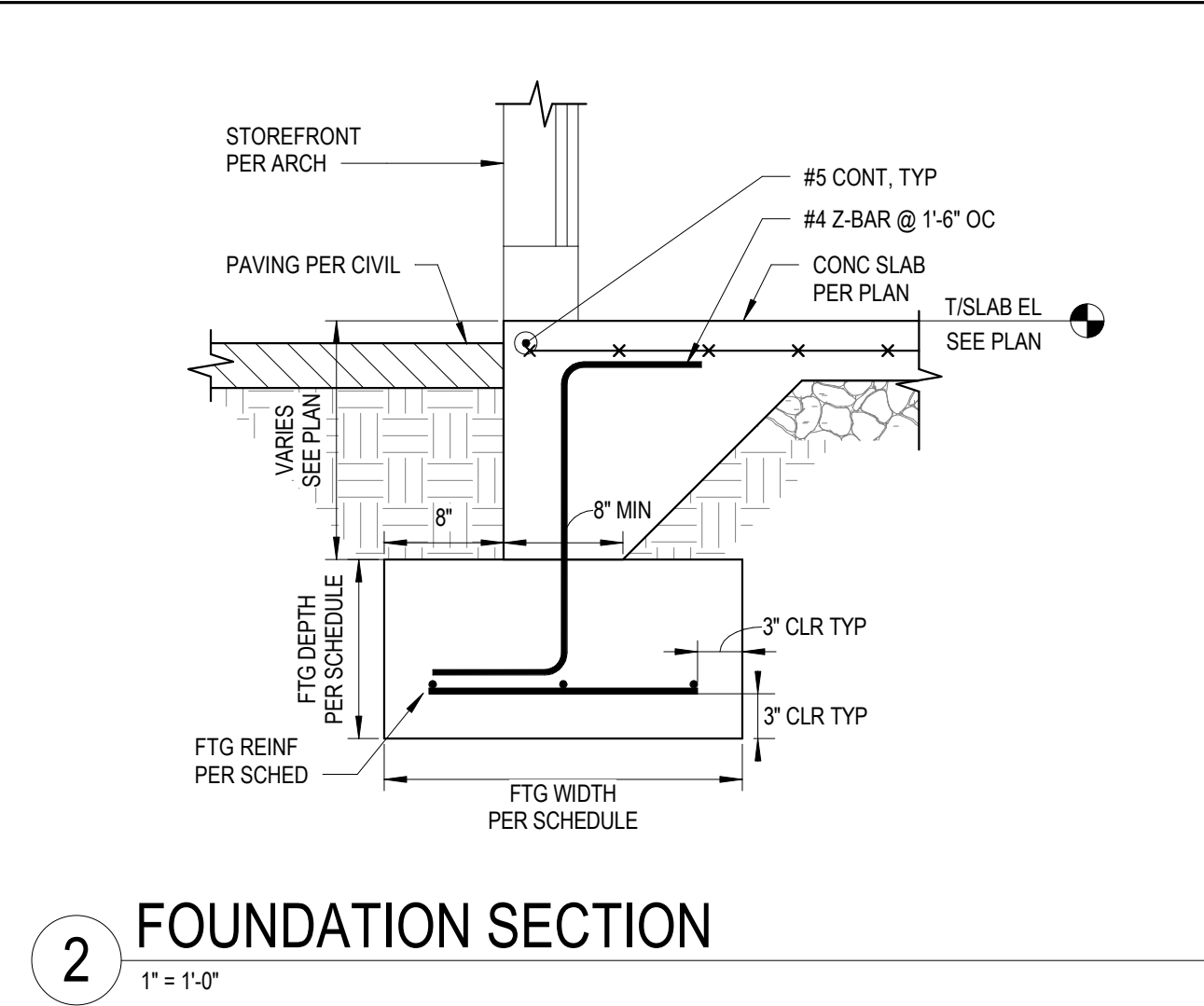
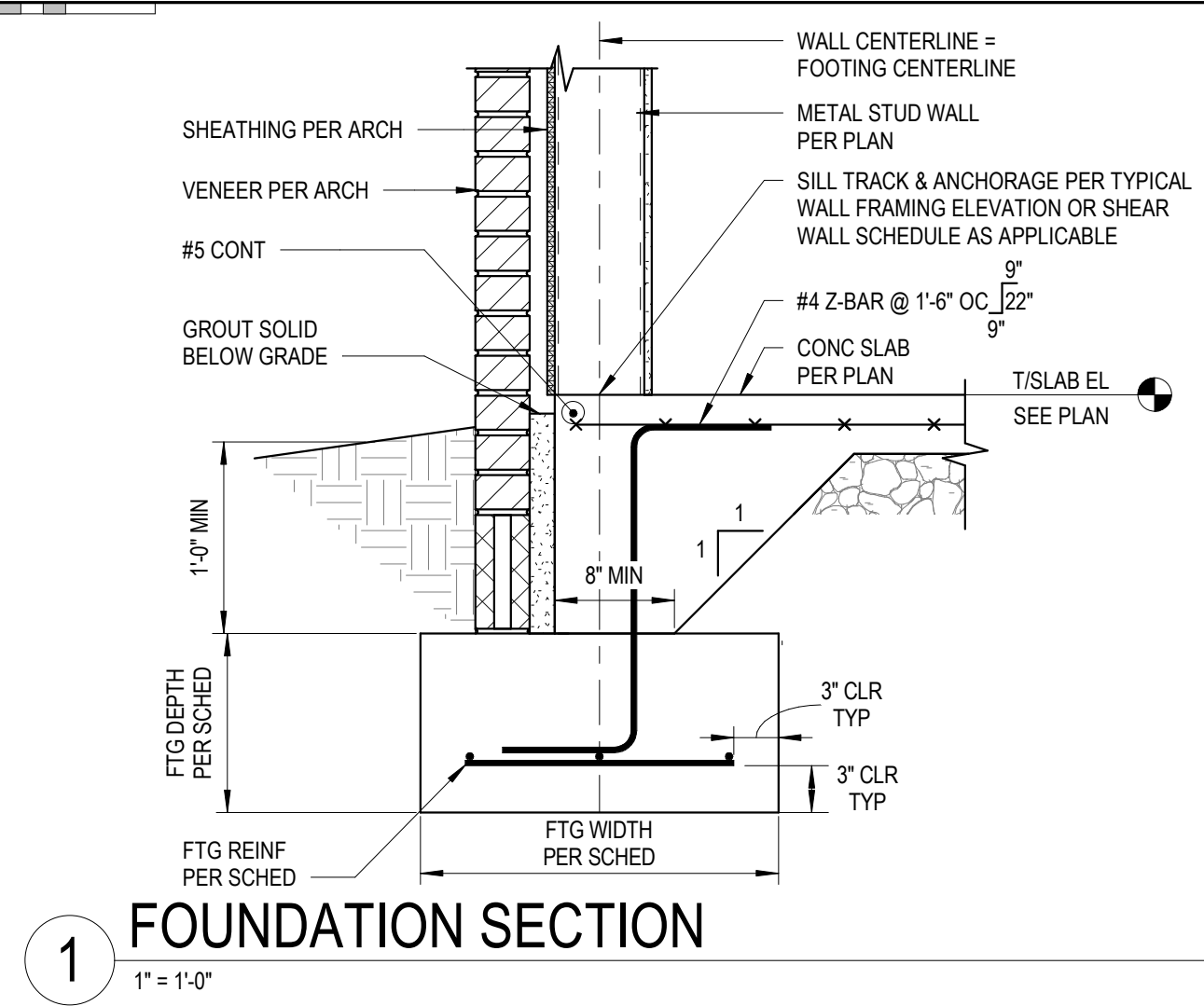
#	ISSUE	DATE
1	ADD #1	02/01/21

Issue Date: 02/01/21
 PIC: CSB
 PM: CWR
 PA: RAH
 Drawn By: CWR
 Checked By: RAH

Drawing Info:

S210

CA - SECTIONS &
DETAILS



2/9/2021 4:45:22 PM

DRAWING INDEX

Table with columns: DRAWING NUMBER, DRAWING DESCRIPTION, SHEET ISSUE DATE, REV NO., REVISION TITLE, REV DATE. Includes categories like MECHANICAL, FIRE PROTECTION, PLUMBING, and AV SYSTEMS.

Table with columns: DRAWING NUMBER, DRAWING DESCRIPTION, SHEET ISSUE DATE, REV NO., REVISION TITLE, REV DATE. Includes categories like MECHANICAL, FIRE PROTECTION, PLUMBING, and AV SYSTEMS.

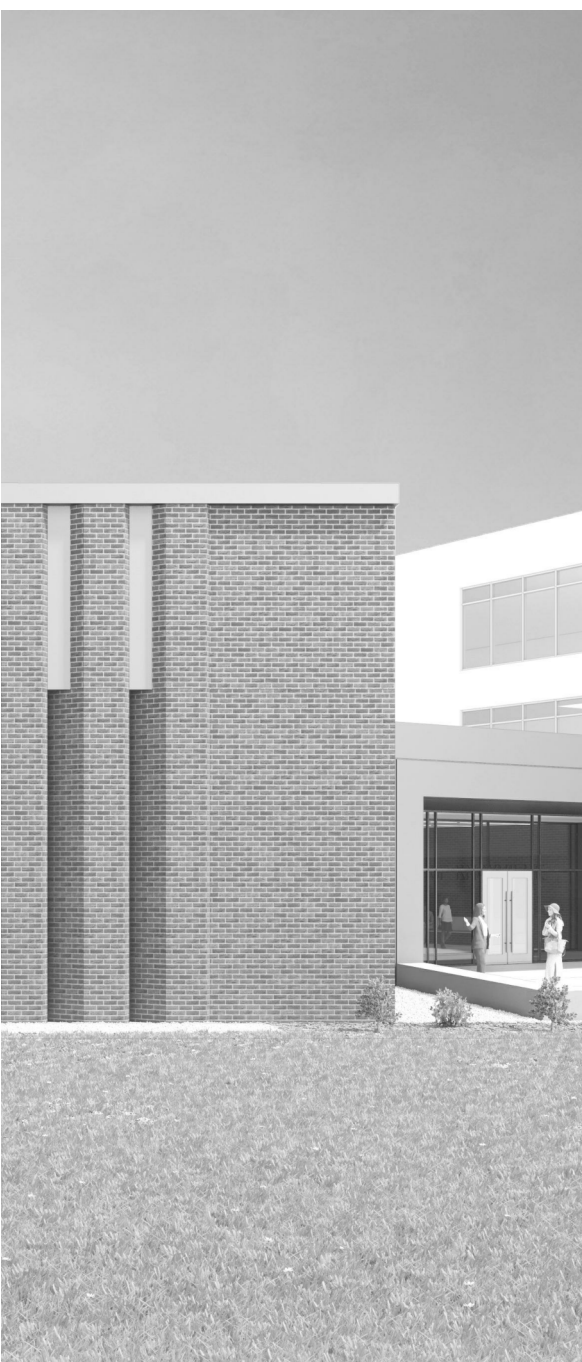
Table with columns: DRAWING NUMBER, DRAWING DESCRIPTION, SHEET ISSUE DATE, REV NO., REVISION TITLE, REV DATE. Includes categories like AV SYSTEMS, TELECOM, and SECURITY.

Table with columns: DRAWING NUMBER, DRAWING DESCRIPTION, SHEET ISSUE DATE, REV NO., REVISION TITLE, REV DATE. Includes categories like AV SYSTEMS and SECURITY.

Grand total: 428



McCarthy Holtsapple McCarthy, Inc. 550 W. Main St., Suite 300 Knoxville, TN 37902

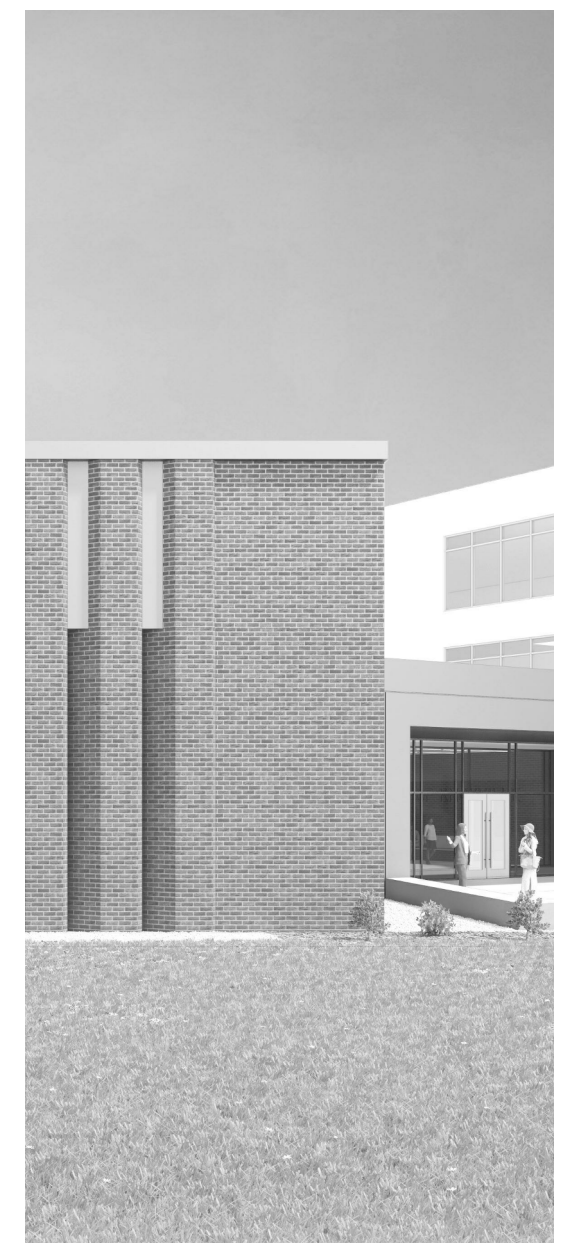


Project Information: 19018 COK PUBLIC SAFETY COMPLEX 900 East Oak Hill Ave, Knoxville, TN



Table with columns: # ISSUE DATE. Includes revision details for Addendum 01.1.

G003 SHEET LIST - VOLUME 2



Project Information:

19018

COK SAFETY BUILDING

900 East Oak Hill Ave, Knoxville, TN

Seal:



Consultant:



I.C. THOMASSON ASSOCIATES, INC.
1114 CLINCH AVENUE, SUITE 200
KNOXVILLE, TENNESSEE 37916
PHONE (865) 525-3488
FAX (865) 525-4471
www.ictthomasson.com

#	ISSUE	DATE
1	Addendum 01.1	02/10/21

Issue Date: FEBRUARY 1, 2021
PIC: DAVID COLLINS
PM: JOHN THURMAN
PA: LAUREN BUSH /
Drawn By: CAD
Checked By: EPV

Drawing Info:

E111.1

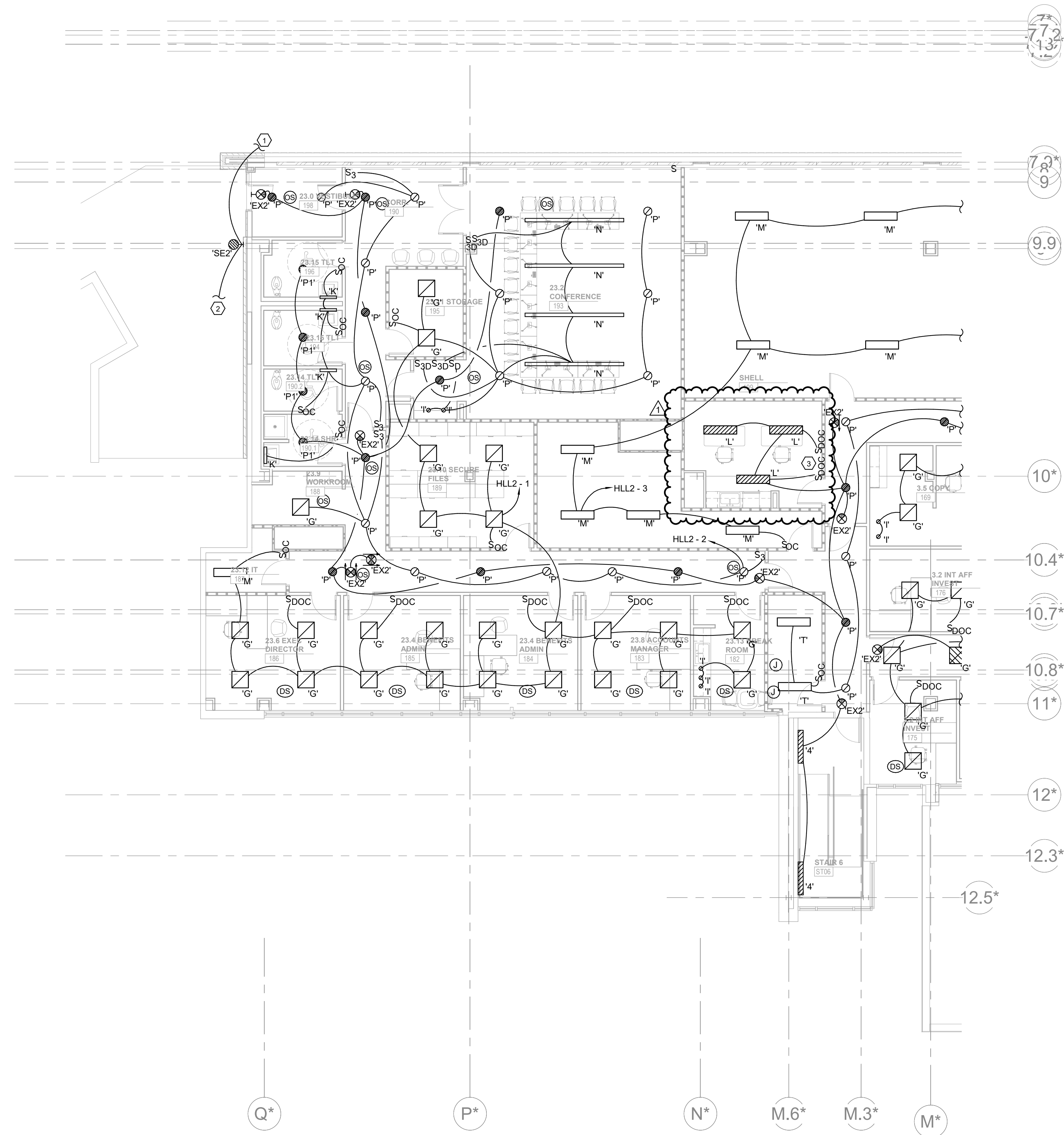
CA - LEVEL LL2 A
FLOOR PLAN -
LIGHTING

GENERAL NOTES:

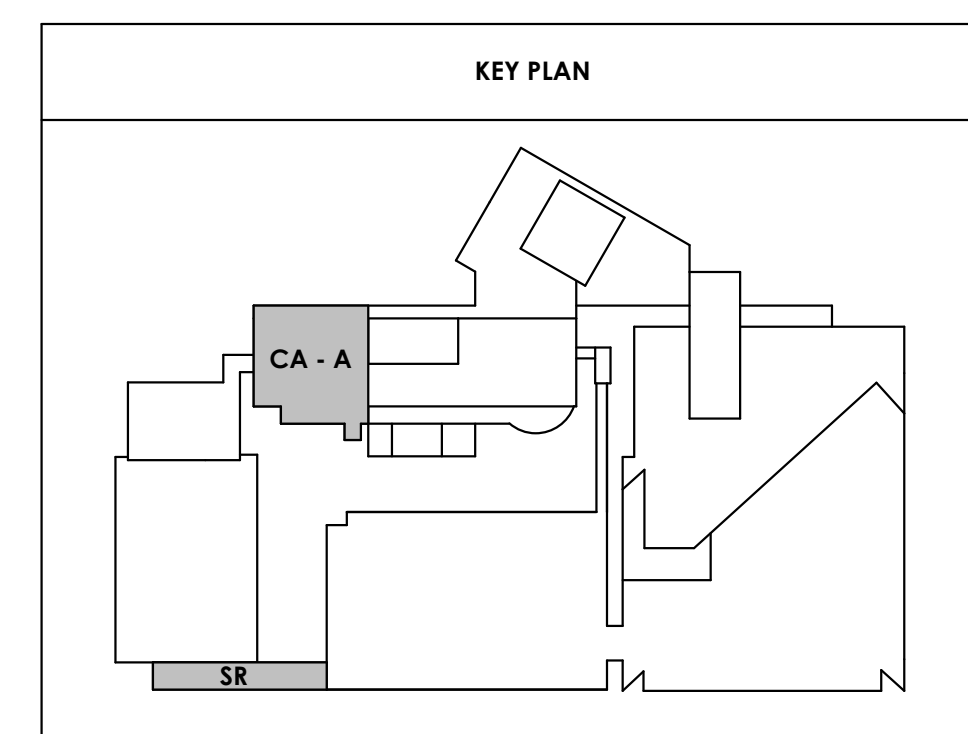
- A. PROVIDE LIGHTING CONTROLS TO MEET OR EXCEED IECC 2018 AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES FOR INTERIOR AND EXTERIOR LIGHTING. EXTERIOR LIGHTING SHALL HAVE A 30% SETBACK FROM MIDNIGHT TO 6AM AND DECORATIVE FACADE AND LANDSCAPE LIGHTING BE TURNED OFF FROM MIDNIGHT TO 6AM. FOR SMALL SPACES SUCH AS STORAGE ROOMS, PRIVATE RESTROOMS, AND OTHER SMALL SPACES PROVIDE WALL SWITCH OCCUPANCY SENSORS. FOR LARGER AREAS SUCH AS RESTROOM, STORAGE, CORRIDORS, PROVIDE CEILING MOUNTED OCCUPANCY SENSORS WITH POWER PACK AND LOW VOLTAGE MANUAL CONTROL STATION WHERE REQUIRED BY CODE. FOR SMALL PRIVATE OFFICE PROVIDE WALL SWITCH SENSOR THAT INCLUDES 0-10V DIMMING SET FOR AUTO ON TO 50%. FOR OPEN OFFICE AND OTHER SPACES LARGER THAN 600 SQ. FT. PROVIDE DIGITAL SYSTEM WITH DAYLIGHT SENSORS, OCCUPANCY SENSORS, DIMMING OVERRIDES, AND AMOUNT RELAYS AS NEEDED. IN OPEN OFFICE OCCUPANCY SENSORS ARE TO CONTROL EACH 600 SQ. FT. OF OPEN OFFICE INDIVIDUALLY. BASIS OF DESIGN FOR AREAS OVER 600 SQ. FT. SYSTEMS IS WATTSTOPPER DLM. IN CONFERENCE ROOMS PROVIDE DIGITAL SYSTEM WITH OCCUPANCY SENSORS, PRESET BUTTON STATION, AND AV INTEGRATION MODULE. IN COURTROOMS PROVIDE ZONE DIMMING DIGITAL SYSTEM WITH TIME CLOCK, TOUCHSCREEN STATION(S) FOR ZONE AND PRESET CONTROL, LOW VOLTAGE BUTTON STATIONS FOR PRESET MANUAL CONTROL, AV INTEGRATION VIA UDP DEVICE, AND WIFI BASED APP TO ALLOW CONTROL OF LIGHTING AND AV FROM IPAD. BASIS OF DESIGN FOR COURTROOMS SYSTEMS IS ETC ECHO.

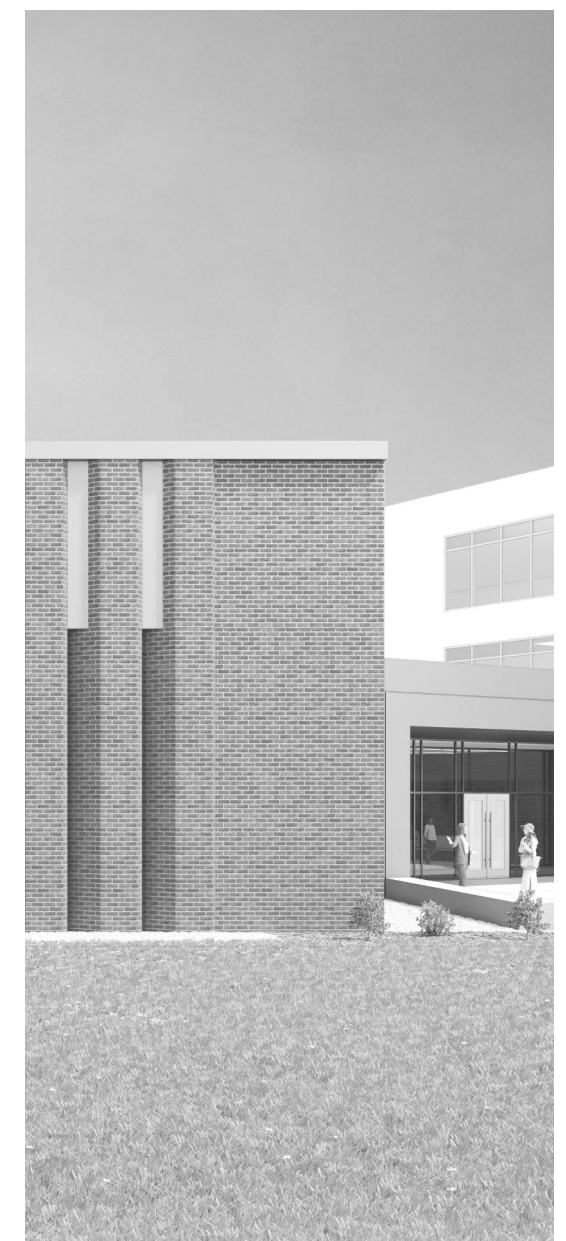
ELECTRICAL NOTES:

1. REFERENCE E111.3 FOR CONTINUATION OF CIRCUIT.
2. REFERENCE E110.1 FOR CONTINUATION OF CIRCUIT.
3. PROVIDE LVSEPC-2-D EMERGENCY CONTROL UNIT TO TURN EMERGENCY LIGHTS TO FULL BRIGHT UPON POWER LOSS.



CENTRAL ANNEX - LEVEL LL2 A FLOOR PLAN - LIGHTING
1/8" = 1'-0"





Project Information:

19018

COK SAFETY BUILDING

900 East Oak Hill Ave, Knoxville, TN

Seal:



Consultant:



I.C. THOMASSON ASSOCIATES, INC.
1114 CLINCH AVENUE, SUITE 200
KNOXVILLE, TENNESSEE 37916
PHONE (865) 525-3488
FAX (865) 525-4471
www.ictthomasson.com

#	ISSUE	DATE
1	Addendum 01.1	02/10/21

Issue Date:	FEBRUARY 1, 2021
PIC:	DAVID COLLINS
PM:	JOHN THURMAN
PA:	LAUREN BUSH /
Drawn By:	CADD
Checked By:	EPV

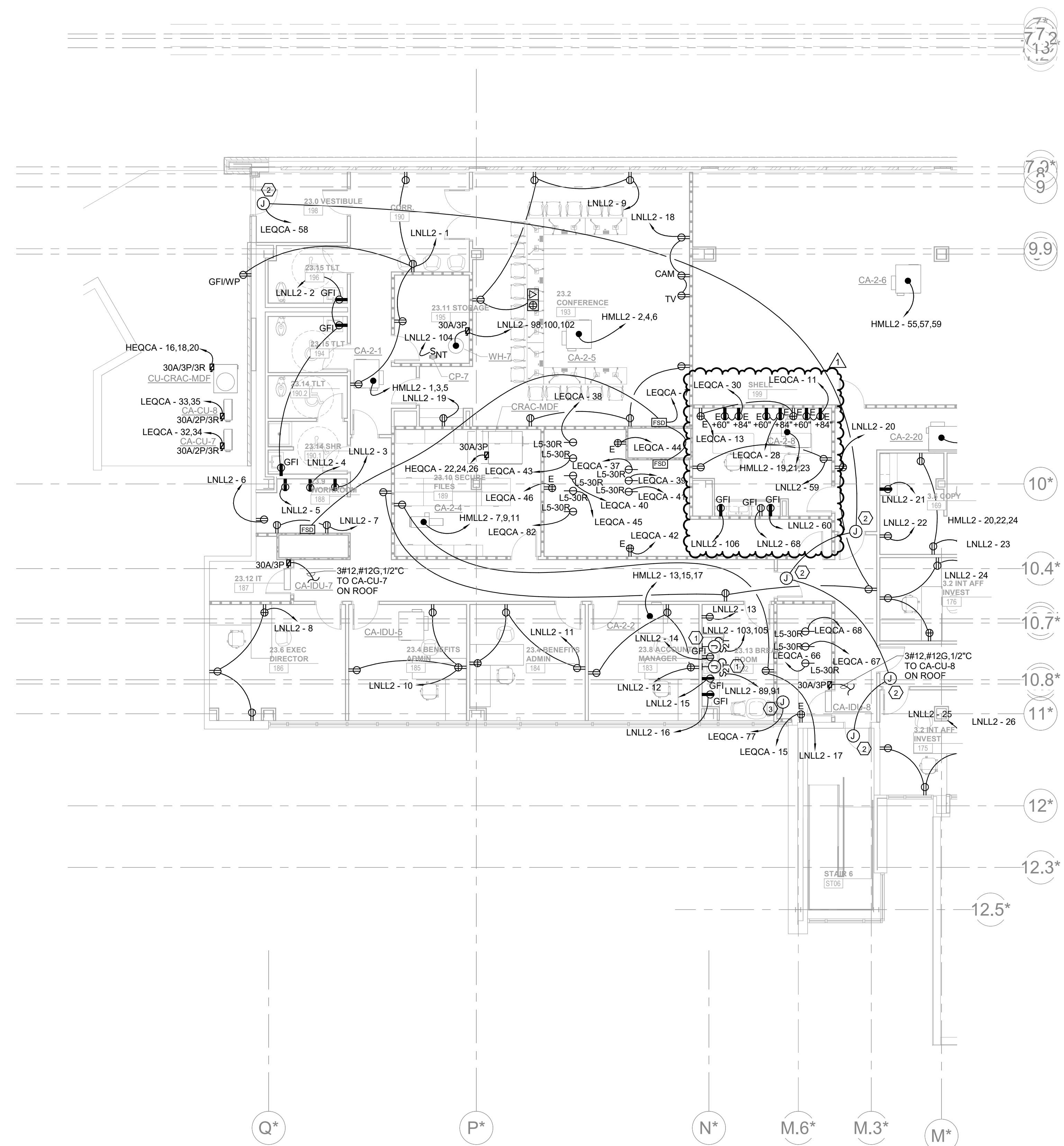
Drawing Info:

E211.1

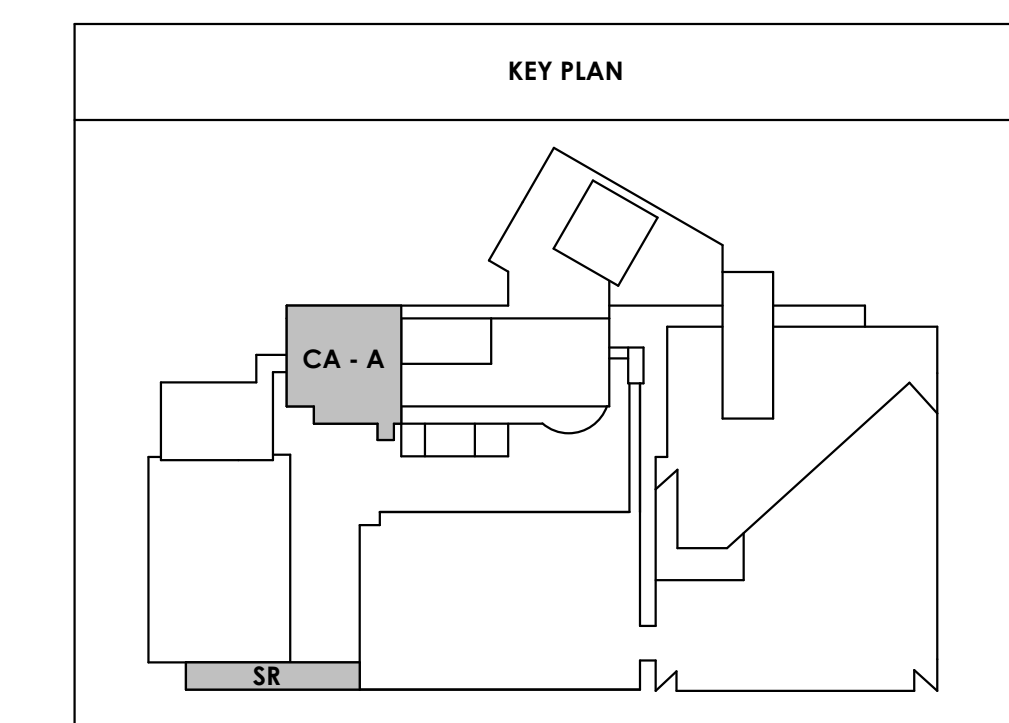
CA - LEVEL LL2 A
FLOOR PLAN - POWER

ELECTRICAL NOTES:

1. PROVIDE ELECTRICAL CONNECTION TO COFFEE MAKER PER MANUFACTURER'S RECOMMENDATIONS.
2. PROVIDE ELECTRICAL CONNECTION TO DOOR HARDWARE POWER SUPPLY.
3. PROVIDE ELECTRICAL CONNECTION TO ACCESS CONTROL PANELS PER MANUFACTURER'S RECOMMENDATIONS.



CENTRAL ANNEX - LEVEL LL2 A FLOOR PLAN - POWER
1/8" = 1'-0"





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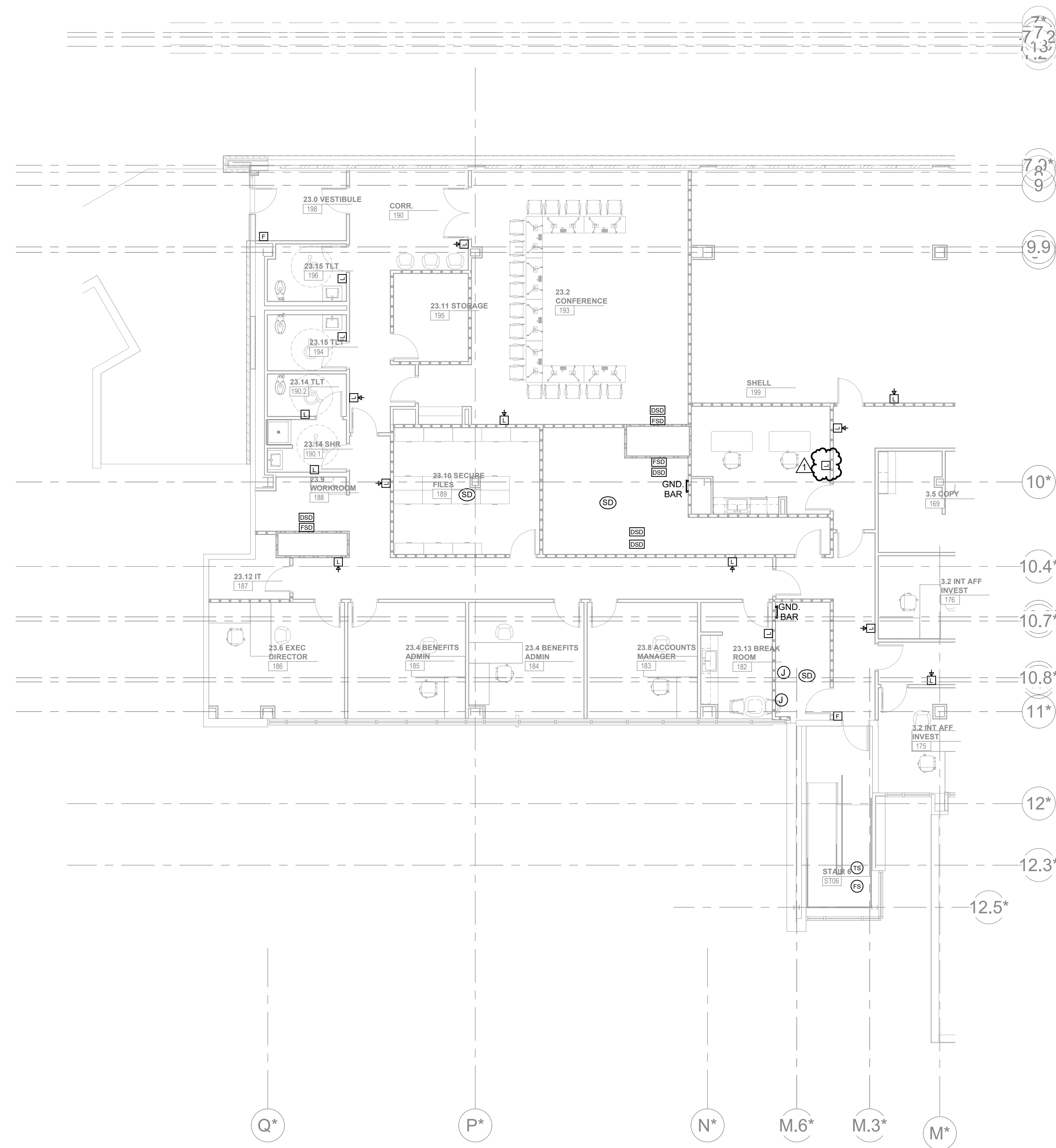
#	ISSUE	DATE
1	Addendum 01.1	02/10/21

Issue Date:	FEBRUARY 1, 2021
PIC:	DAVID COLLINS
PM:	JOHN THURMAN
PA:	LAUREN BUSH /
Drawn By:	CADD
Checked By:	EPV

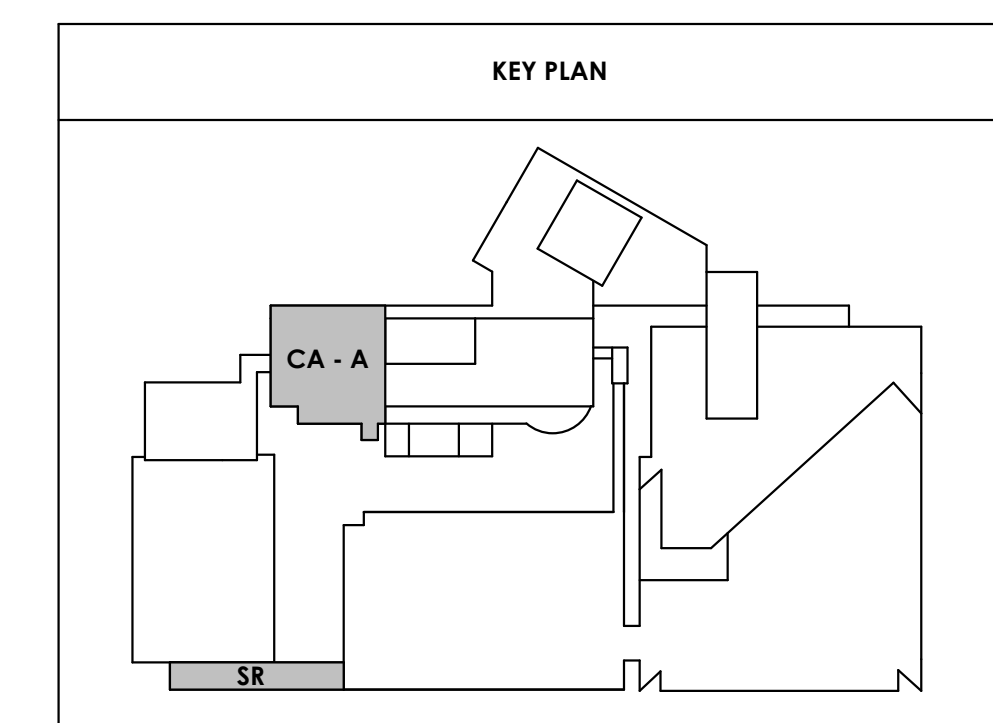
Drawing Info:

E311.1

CA - LEVEL LL2 A
 FLOOR PLAN -
 SYSTEMS



CENTRAL ANNEX - LEVEL LL2 A FLOOR PLAN - SYSTEMS
 E311.1 1/8" = 1'-0"





Project Information:

19018

COK SAFETY BUILDING

900 East Oak Hill Ave, Knoxville, TN

Scale:



Consultant:



Table with columns: #, ISSUE, DATE. Row 1: 1, Addendum 01.1, 02/10/21

Issue Date: FEBRUARY 1, 2021

PKC: DAVID COLLINS

PM: JOHN THURMAN

PA: LAUREN BUSH /

Drawn By: CADD

Checked By: EPV

Drawing Info:

E403

CA - ELECTRICAL SCHEDULES

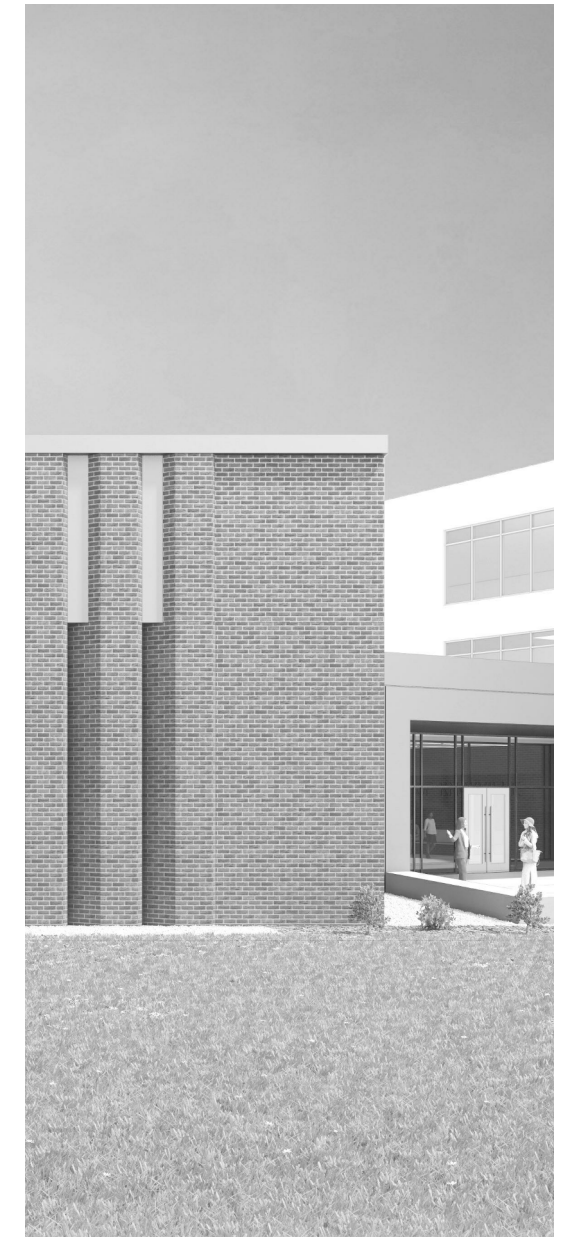
Copyright © 2019 McCarty Holtsapple McCarty

Branch Panel: LNLL1. Location: ELEC 238. Supply From: LNLL1. Mains Rating: 400 A. MCB Rating: 400 A. Phase: 3. Wires: 4. Includes circuit list with columns for CKT, Circuit Description, Demand Code, TRIP, P, A, B, C, P, TRIP, Demand Code, Circuit Description, CKT.

Branch Panel: DIM. Location: ELEC 145. Supply From: HLL2. Mains Rating: 60 A. MCB Rating: 60 A. Phase: 3. Wires: 4. Includes circuit list with columns for CKT, Circuit Description, Demand Code, TRIP, P, A, B, C, P, TRIP, Demand Code, Circuit Description, CKT.

Branch Panel: LNLL2. Location: ELEC 145. Supply From: 112.5 kVA, 277 V/480 V, Three-Phase. Mains Rating: 400 A. MCB Rating: 400 A. Phase: 3. Wires: 4. Includes circuit list with columns for CKT, Circuit Description, Demand Code, TRIP, P, A, B, C, P, TRIP, Demand Code, Circuit Description, CKT.

Branch Panel: HLL1. Location: ELEC 238. Supply From: MSBICA. Mains Rating: 100 A. MCB Rating: 100 A. Phase: 3. Wires: 4. Includes circuit list with columns for CKT, Circuit Description, Demand Code, TRIP, P, A, B, C, P, TRIP, Demand Code, Circuit Description, CKT.



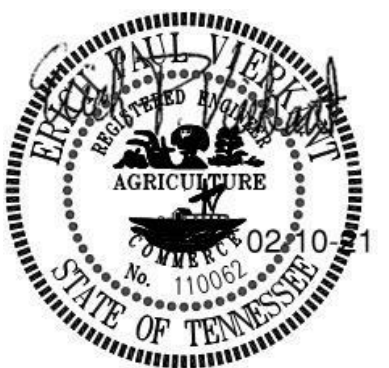
Project Information:

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COK SAFETY BUILDING

900 East Oak Hill Ave, Knoxville, TN

Seal:



Consultant:



Table with 3 columns: #, ISSUE, DATE. Row 1: 1, Addendum 01.1, 02/10/21

Issue Date: FEBRUARY 1, 2021
PIC: DAVID COLLINS
PM: JOHN THURMAN
PA: LAUREN BUSH /
Drawn By: CADD
Checked By: EPV

Drawing Info:

E405

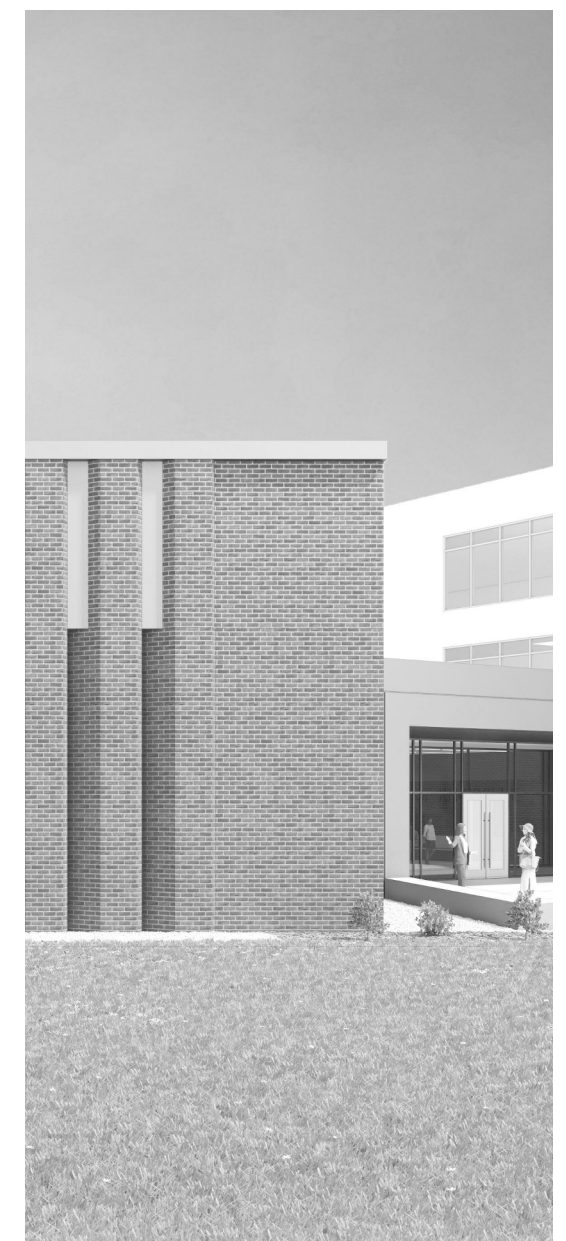
CA - ELECTRICAL SCHEDULES

Branch Panel: HMG3. Location: ELEC 331. Supply From: MSBCA. Mounting: Surface. Enclosure: Type 1. Volts: 480/277 Wye. Phases: 3. Wires: 4. A.I.C. Rating: 30,000. Mains Type: MLO. Mains Rating: 150 A. Table with columns: CKT, Circuit Description, Demand Code, TRIP, P, A, B, C, P, TRIP, Demand Code, Circuit Description, CKT. Includes a legend and load classification table.

Branch Panel: LNLL2B. Location: MECH 133. Supply From: T-LNLL2B. Mounting: Surface. Enclosure: Type 1. Volts: 120/208 Wye. Phases: 3. Wires: 4. A.I.C. Rating: 10,000. Mains Type: MCB. Mains Rating: 250 A. MCB Rating: 250 A. Table with columns: CKT, Circuit Description, Demand Code, TRIP, P, A, B, C, P, TRIP, Demand Code, Circuit Description, CKT. Includes a legend and load classification table.

Branch Panel: HMLL2. Location: ELEC 145. Supply From: MSBCA. Mounting: Surface. Enclosure: Type 1. Volts: 480/277 Wye. Phases: 3. Wires: 4. A.I.C. Rating: 30,000. Mains Type: MLO. Mains Rating: 400 A. Table with columns: CKT, Circuit Description, Demand Code, TRIP, P, A, B, C, P, TRIP, Demand Code, Circuit Description, CKT. Includes a legend and load classification table.

Branch Panel: HMLL2B. Location: ELEC 145. Supply From: MSBCA. Mounting: Surface. Enclosure: Type 1. Volts: 480/277 Wye. Phases: 3. Wires: 4. A.I.C. Rating: 30,000. Mains Type: MLO. Mains Rating: 400 A. Table with columns: CKT, Circuit Description, Demand Code, TRIP, P, A, B, C, P, TRIP, Demand Code, Circuit Description, CKT. Includes a legend and load classification table.



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#	ISSUE	DATE
1	ADDENDUM 01.0	02-10-21

Issue Date:	FEBRUARY 1, 2021
PIC	DAVID COLLINS
PM	JOHN THURMAN
PA	LAUREN BUSH /
Drawn By:	JOSH HARRELL
Checked By:	SEAN COVELL

Drawing Info:

TE111.1

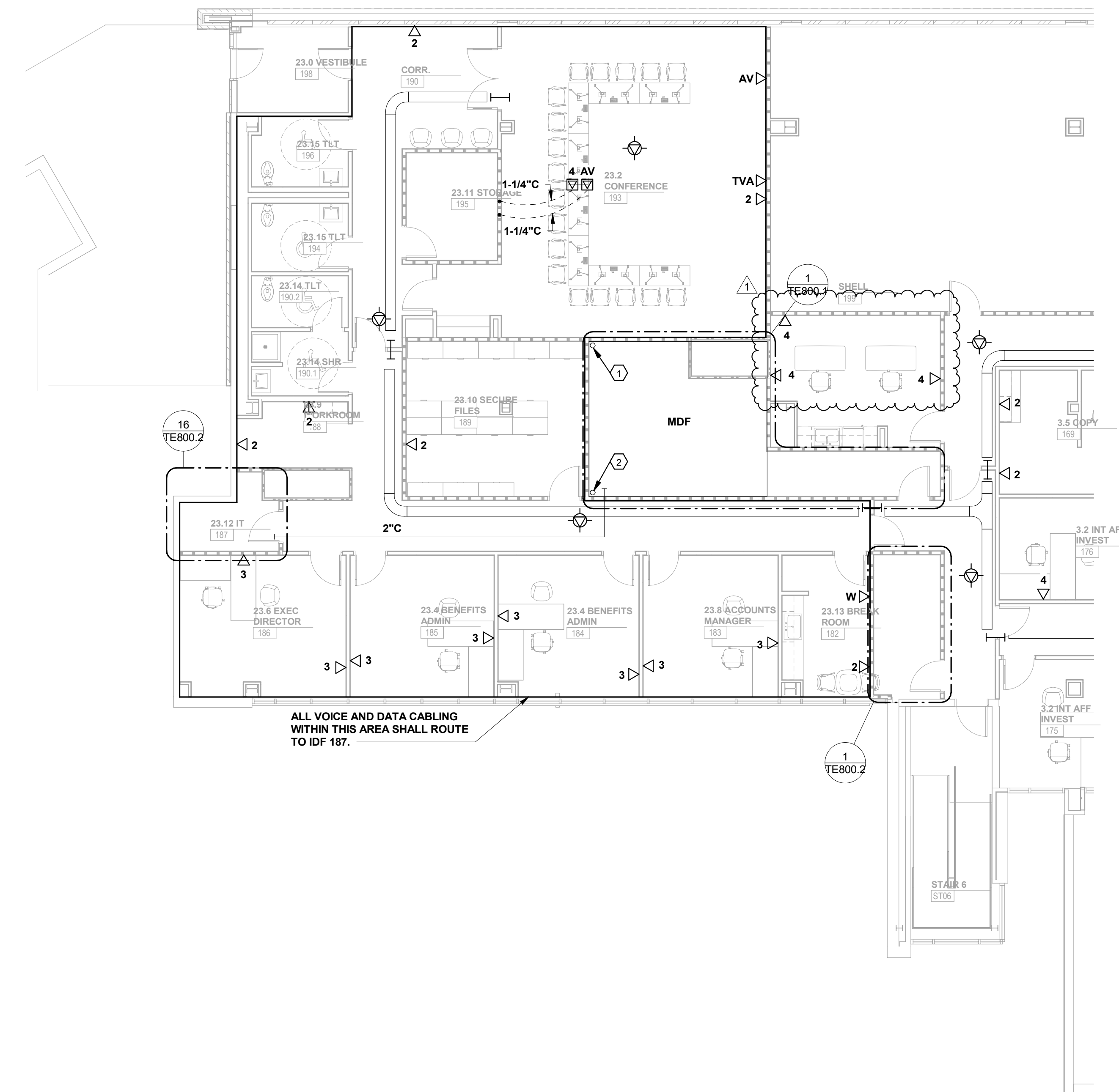
CA - LEVEL LL2 A
FLOOR PLAN -
TELECOMMUNICATIONS

NOTES:

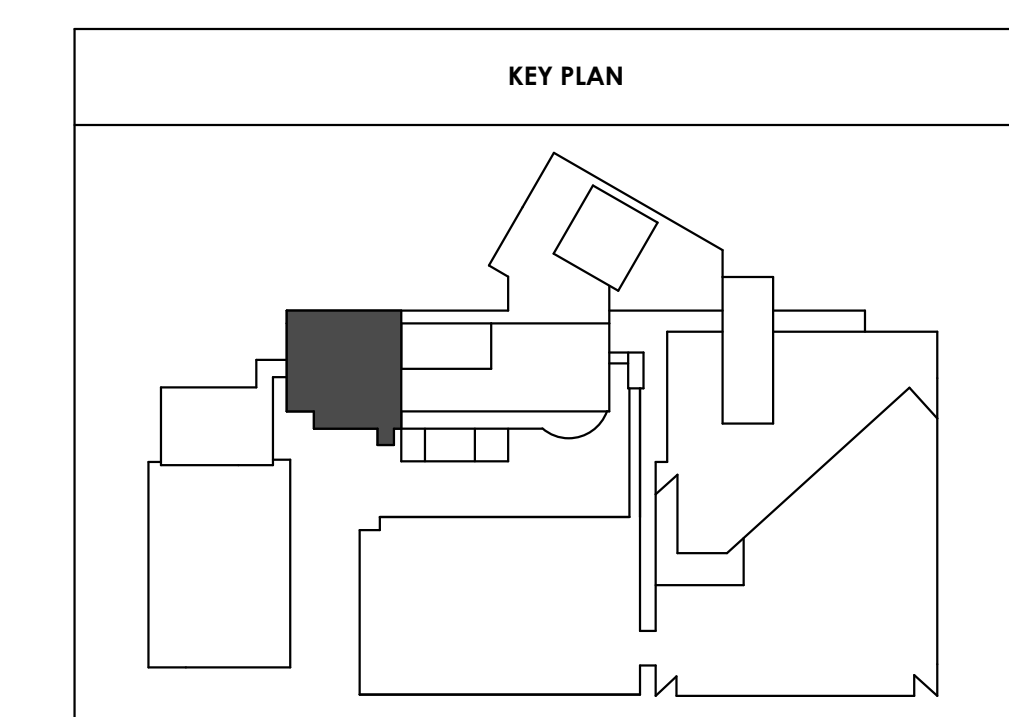
- 2 X 4" CONDUITS TO CORRIDOR WITH J-HOOK PATHWAY ON FLOOR LL3-A.
- 3 X 4" CONDUIT TO CORRIDOR WITH CABLE TRAY PATHWAY ON FLOOR LL3-B.

GENERAL NOTES:

- CABLE TRAY SHALL BE MOUNTED 6" ABOVE DROP CEILING. ALL CABLE TRAY WILL BE INSTALLED WITH A MINIMUM DISTANCE OF 12" FROM ALL DUCT WORK.
- THE CONTRACTOR SHALL INSTALL SLEEVES OF APPROPRIATE SIZE AND QUANTITY FOR EACH LOCATION. MINIMUM OF (1) 2" SLEEVE. CONTRACTOR SHALL INSTALL (1) EXTRA 4" SLEEVE INTO ALL COMMUNICATIONS ROOMS.



ALL VOICE AND DATA CABLING WITHIN THIS AREA SHALL ROUTE TO IDF 187.





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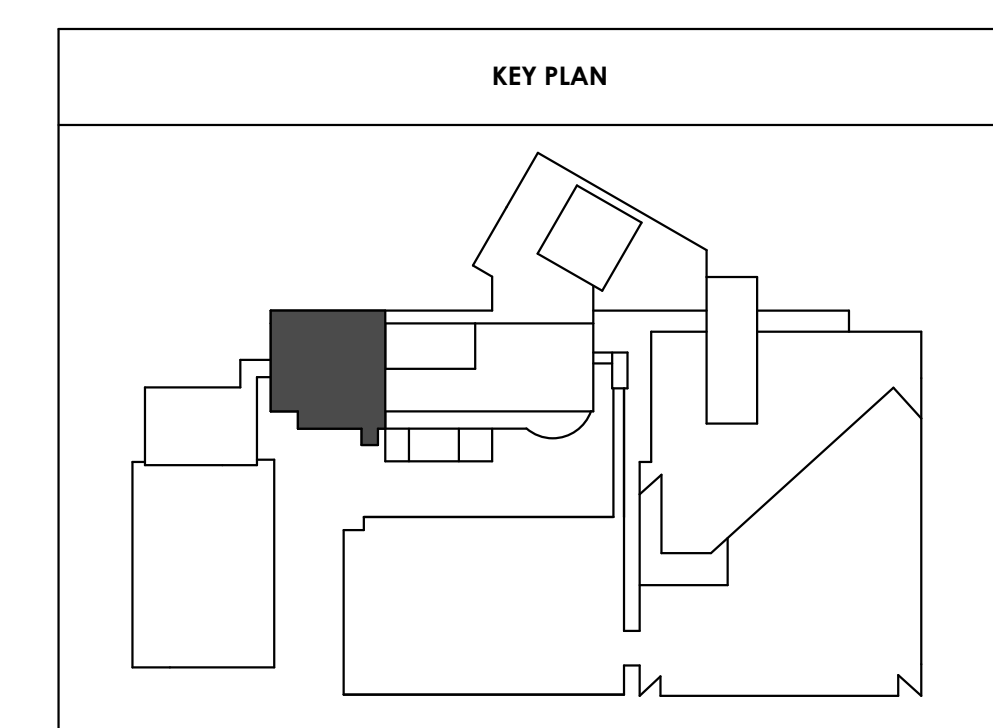
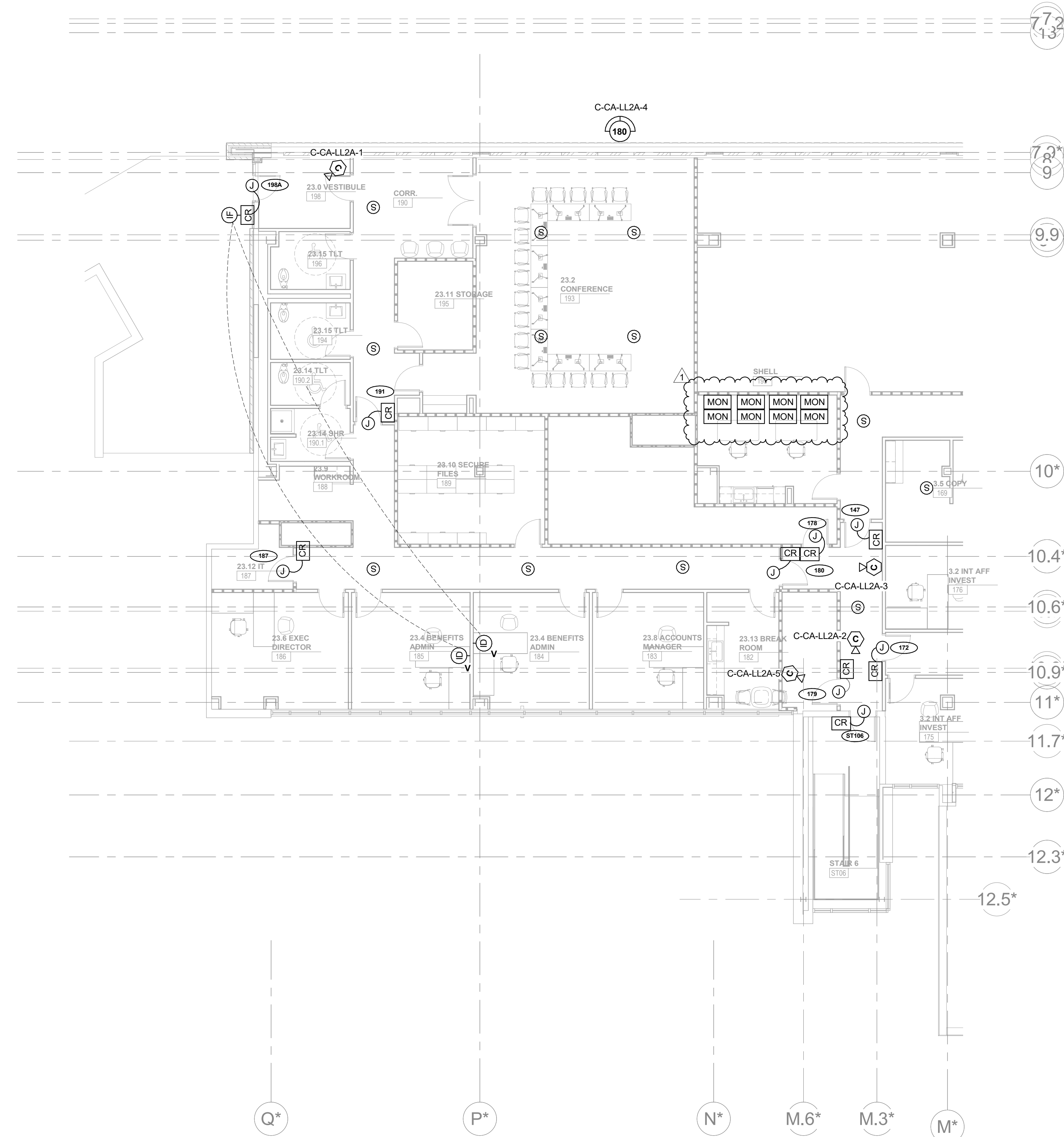
#	ISSUE	DATE
1	ADDENDUM 01.0	02-10-21

Issue Date: FEBRUARY 1, 2021
PIC: DAVID COLLINS
PM: JOHN THURMAN
PA: LAUREN BUSH /
Drawn By: JOSH HARRELL
Checked By: SEAN COVELL

Drawing Info:

TE211.1

CA - LEVEL LL2 A
FLOOR PLAN -
SECURITY



2/11/2021 10:00:46 AM