

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersoncountyttn.gov

Bid No.: 2426

Date Issued: March 4, 2024

**Bids will be received until
2:30 p.m. Eastern Time on March 18, 2024**

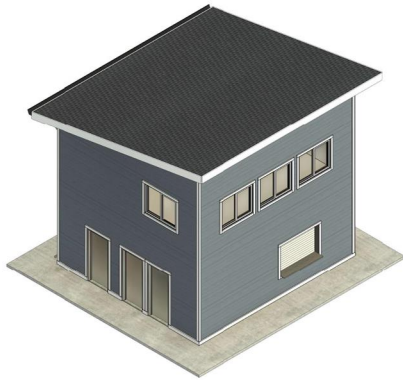
Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES
IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.


Robert J. Holbrook, Director of Finance

BID DESCRIPTION
<p>Bid for Concession Building and Press Box at the Clinton High School Softball Field. Bidders are to provide one original and two copies. A mandatory pre-bid meeting will be held on March 11, 2024 at 10:00 am.</p> <p>Bids must be in sealed envelopes with the Bid # clearly labeled.</p> <p>Questions are to be emailed to purchasing@andersoncountyttn.gov and kleehammer@andersoncountyttn.gov.</p>

CONSTRUCTION DOCUMENTS PROJECT MANUAL
Project No. 22021



FOR THE PROJECT TITLED:

Clinton HS Softball Concession Bldg

CLINTON, TENNESSEE

BID NUMBER: 2426

BID TITLE: Clinton HS Softball Concession Bldg

DATE: March 01, 2024

OWNER:
ANDERSON COUNTY BOARD OF EDUCATION

ARCHITECT:
DESIGN INNOVATION ARCHITECTS – DIA

CIVIL ENGINEER:
WILL ROBINSON AND ASSOCIATES

STRUCTURAL ENGINEER:
FE DESIGN AND ENGINEERING

MECHANICAL, PLUMBING, AND FIRE PROTECTION ENGINEER:
BEDINGER CONSULTING ENGINEERS

ELECTRICAL ENGINEER:
VREELAND ENGINEERS

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SECTION 00 01 07 – SEALS PAGE

PART 1 - GENERAL

1.1 DESIGN PROFESSIONALS OF RECORD

- A. Architect:
 - 1. Gregory S. Campbell – Design Innovation - DIA
 - 2. License # 101049
 - 3. Responsible for Divisions 00-49.
 - 4. Specs on drawings

- B. Civil Engineer:
 - 1. Will Robinson – Will Robinson & Associates
 - 2. License # 101025
 - 3. Responsible for Sections: (specs on drawings)

- C. Structural Engineer:
 - 1. Mary French – FE Design and Engineering
 - 2. License # 116279
 - 3. Responsible for Sections: (specs on drawings)

- D. Mechanical, Plumbing, and Fire Protection Engineer:
 - 1. David Blakney – Bedinger Consulting Engineers
 - 2. License # 112770
 - 3. Responsible for Sections: (specs on drawings)

- E. Electrical Engineer:
 - 1. Aaron Love – Vreeland Engineers
 - 2. License # 113344
 - 3. Responsible for Sections: (specs on drawings)



END OF SECTION

SECTION 00 01 10 – TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 01	PROJECT TITLE PAGE	01
00 01 07	SEALS PAGE	03
00 01 10	TABLE OF CONTENTS	04
00 01 15	LIST OF DRAWINGS	07
00 01 16	INVITATION TO BIDDERS	09
00 21 00	INSTRUCTIONS TO BIDDERS	11
00 22 00	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	23
00 41 00	BID FORM	27
00 41 05	PERFORMANCE BOND	30
00 42 00	PROPOSED FORM OF AGREEMENT	36
00 45 13	GENERAL TERMS AND CONDITIONS	50
00 45 19	NON-COLLUSION AFFIDAVIT	57
00 45 39	DIVERSITY BUSINESS INFORMATION	60
00 45 49	DRUG FREE WORKPLACE AFFIDAVIT	64
00 45 53	BACKGROUND CHECK COMPLIANCE FORM	67
00 62 00	INSURANCE REQUIREMENT ACKNOWLEDGMENT	70
00 63 00	SUBSTITUTION REQUEST FORM	73
00 73 00	SUPPLEMENTARY CONDITIONS	76

DIVISION 01 – GENERAL REQUIREMENTS

01 11 00	SUMMARY OF WORK	81
01 30 00	ADMINISTRATIVE REQUIREMENTS	82
01 42 16	DEFINITIONS	86
01 60 00	PRODUCT REQUIREMENTS	87
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	91
01 78 00	CLOSEOUT SUBMITTALS	96

DIVISION 02 – EXISTING CONDITIONS

NOT USED

DIVISION 03 – CONCRETE

NOT USED

DIVISION 04 – MASONRY

NOT USED

DIVISION 05 – METALS

NOT USED

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

NOT USED

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

NOT USED

DIVISION 08 – OPENINGS

NOT USED

DIVISION 09 – FINISHES

NOT USED

DIVISION 10 – SPECIALTIES

NOT USED

DIVISION 11 – EQUIPMENT

NOT USED

DIVISION 12 – FURNISHINGS

NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 – CONVEYING EQUIPMENT

NOT USED

DIVISION 21 – FIRE SUPPRESSION

NOT USED

DIVISION 22 – PLUMBING

NOT USED

DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

NOT USED

DIVISION 25 – INTEGRATED AUTOMATION

NOT USED

DIVISION 26 – ELECTRICAL

NOT USED

DIVISION 27 – COMMUNICATIONS

NOT USED

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

NOT USED

DIVISION 31 – EARTHWORK

NOT USED

DIVISION 32 – EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 – UTILITIES

NOT USED

END OF SECTION

SECTION 00 01 15 – LIST OF DRAWINGS

GENERAL DRAWINGS:

G000 COVER
G001 GENERAL PROJECT INFORMATION, CODE REQUIREMENTS, AND LIFE SAFETY PLANS
G002 LEGENDS & ABBREVIATIONS

CIVIL DRAWINGS:

C101 SITE LAYOUT PLAN
C102 SITE GRADING PLAN
C103 SITE UTILITY PLAN
C201 SITE DETAILS - 1

STRUCTURAL DRAWINGS:

S001 STRUCTURAL NOTES
S101 FOUNDATION PLAN
S201 MAIN LEVEL FRAMING PLAN
S701 SECTIONS AND DETAILS

ARCHITECTURAL GENERAL:

AG001 3D VIEWS
AG002 ACCESSIBILITY GUIDELINES & REQUIREMENTS
AG003 FIBER CEMENT SIDING DETAILS

ARCHITECTURAL SITE DRAWINGS:

AS101 ARCHITECTURAL SITE PLAN

ARCHITECTURAL DRAWINGS:

A101 FLOOR PLANS
A102 ENLARGED PLANS AND ACCESSIBLE RESTROOM REQUIREMENTS
A121 REFLECTED CEILING PLAN & DETAILS
A201 EXTERIOR ELEVATIONS
A301 BUILDING SECTIONS
A311 WALL SECTIONS AND EXTERIOR DETAILS
A401 VERTICAL CIRCULATION
A501 OPENINGS

INTERIOR DRAWINGS:

A700 INTERIOR FINISH LEGEND & SCHEDULE
A701 SIGNAGE

PLUMBING DRAWINGS:

P101 WASTE & WATER

MECHANICAL DRAWINGS:

M101 HEAT & VENTILATION

ELECTRICAL DRAWINGS:

E101 FLOOR PLANS – ELECTRICAL
E201 LEGENDS AND SCHEDULES

REFERENCE DRAWINGS: (BY OTHERS)

R-C100 (RESOURCE) PHASE 1 EROSION PREVENTION & SEDIMENT CONTROL PLAN
R-C101 (RESOURCE) PHASE 2 EROSION PREVENTION & SEDIMENT CONTROL PLAN
R-C300 (RESOURCE) SITE LAYOUT PLAN
R-C500 (RESOURCE) SITE GRADING & DRAINAGE PLAN

LIST OF DRAWINGS

00 01 15 - 1

R-C800 (RESOURCE) CIVIL DETAILS
R-C801 (RESOURCE) CIVIL DETAILS

END OF SECTION

SECTION 00 01 16 – INVITATION TO BID

1.01 BID

- Project:** **Clinton HS Softball Concession Bldg**
425 Dragon Drive, Clinton, TN, 37716
- Bids Received by:** **Anderson County Purchasing Office**
100 N. Main Street, Suite 214, Clinton TN 37716
- Bids Due:** Sealed bids will be received until Monday, March 18, 2024, at 2:30pm, local time at the above location. The bids will be publicly opened and read aloud. Bids that arrive after 2:30 or that do not have the appropriate information on the bid envelope will not be accepted or publicly opened and read.
- Bid Period:** A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid. The Owner reserves the right to reject any or all bids and to waive any formalities therein.
- Please submit questions to the office of Katherine Kleehammer at the below email address:
kleehammer@andersoncountyttn.gov
or
purchasing@andersoncountyttn.gov
- Pre-Bid Meeting:** A mandatory pre-bid meeting will be held as follows:
Monday, March 11, 2024, at 10:00am, local time
Clinton High School – softball field site
425 Dragon Drive, Clinton, TN, 37716
Clinton, TN, 37716
- Bidding Documents:** Bidding Documents can be obtained (non-refundable) through:
ACS Printing – Knoxville
201 Center Park Drive, Suite 1120
Knoxville, TN 37922
O: 865.675.3020
- Plan Rooms:** ACS Planroom – Knoxville, TN | www.acsplanroom.com
Knox Builder’s Exchange – Knoxville, TN | www.bxtn.org

1.02 PERFORMANCE BOND

- A. The successful bidder will be required to execute a performance bond and covering and including labor and materials in an amount equal to one hundred percent (100%) of the Contract Sum and Performance and Labor and Material Payment bond on AIA Form A312 (see 00 42 00 Proposed Form of Agreement).

1.03 LICENSURE

- A. All bidders must be licensed contractors as required by the contractors Licensing Act of 1976, enacted by the General Assembly of the State of Tennessee on March 18, 1976. Bidder's name, license number, date of expiration of license, license limit, and that part of license classification applying to the bid must be placed on the envelope containing the bid, otherwise the bid cannot be opened or considered. The names of the Mechanical, Electrical, Plumbing and Masonry Subcontractors, License numbers, date of expiration of their licenses, license limit, and license classification must also be on the bid envelopes otherwise the bid cannot be opened or considered. General Contractors performing Mechanical, Plumbing and Electrical work must designate this information on the outside of the envelope.

1.04 ACCEPTANCE OF PROPOSED BID

- A. Upon award of the construction contract to the successful bidder, construction shall commence on a date to be specified in the "Notice to Proceed" to the contractor and shall be completed on or before the completion date specified in the contract documents as time is of the essence in the performance of the contract for construction.
- B. Upon receipt of the Notice to Proceed, the Contractor will prosecute the work regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified on the Form of Proposal.
- C. The Owner reserves the right to waive any information noted as being required in the bid, or to reject any or all bids, and to accept the bid deemed favorable in the interests of the Owner.

END OF SECTION

SECTION 00 21 00 – INSTRUCTIONS TO BIDDERS

**SEE THE FOLLOWING PAGES FOR THE AMERICAN INSTITUTE OF ARCHITECTS
DOCUMENT A701-2018 – INSTRUCTIONS TO BIDDERS**

DRAFT AIA® Document A701™ - 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

« Clinton HS Softball Concession Bldg »
« 425 Dragon Drive,
« Clinton, TN 37716 »

THE OWNER:

(Name, legal status, address, and other information)

« Anderson County Schools »
« 101 S. Main St. »
« Suite 5 »
« Clinton, TN 37716 »

THE ARCHITECT:

(Name, legal status, address, and other information)

« Design Innovation Architects - DIA »
« 402 S. Gay Street »
« Suite 201 »
« Knoxville, TN 37902 »

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.



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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

« Bidding documents can be obtained (non-refundable) through:

ACS Printing – Knoxville
201 Center Park Drive, Suite 1120
Knoxville, TN 37922

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

« All inquiries, questions, or any other form of communication regarding the Contract Documents shall be submitted to the Anderson County Purchasing Office. Refer to Section 000116 INVITATION TO BID. »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« Addenda can be obtained through the Anderson County Purchasing Office. Refer to Section 000116 INVITATION TO BID. »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

« Refer to Section 000116 INVITATION TO BID. »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning « » days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« Sealed bids will be received by the Anderson County Purchasing Office. Refer to Section 000116 INVITATION TO BID. »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« Refer to Section 000116 INVITATION TO BID. »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 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 the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« A105-2017 AIA Standard Short Form of Agreement Between Owner and Contractor »

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

« NA »



.5 Drawings

Number	Title	Date
G000	COVER	2024-03-01
G001	GENERAL PROJ ...	2024-03-01
G002	LEGENDS & ABBR ...	2024-03-01
C101	SITE LAYOUT PL ...	2024-03-01
C102	SITE GRADING ...	2024-03-01
C103	SITE UTILITY ...	2024-03-01
C201	SITE DETAIL – 1 ...	2024-03-01
S001	STRUCTURAL NO ...	2024-03-01
S101	FOUNDATION PL ...	2024-03-01
S201	MAIN LEVEL FR ...	2024-03-01
S701	SECTIONS AND D ...	2024-03-01
AG001	3D VIEWS	2024-03-01
AG002	ACCESSIBILITY ...	2024-03-01
AG003	FIBER CEMENT ...	2024-03-01
AS101	ARCHITECTURAL ...	2024-03-01
A101	FLOOR PLANS	2024-03-01
A102	ENLARGED PLAN ...	2024-03-01
A121	REFLECTED CE ...	2024-03-01
A201	EXTERIOR ELEV ...	2024-03-01
A301	BUILDING SECTI ...	2024-03-01
A311	WALL SECTIONS ...	2024-03-01
A401	VERTICAL CIR ...	2024-03-01
A501	OPENINGS ...	2024-03-01
A700	INTERIOR FINISH ...	2024-03-01
A701	SIGNAGE	2024-03-01
P101	WASTE & WAT ...	2024-03-01
M101	HEAT AND VENT ...	2024-03-01
E101	FLOOR PLANS ...	2024-03-01
E201	LEGENDS AND ...	2024-03-01
R-C100	(RESOURCE)	02/22/2023
R-C101	(RESOURCE)	02/22/2023
R-C300	(RESOURCE)	02/22/2023
R-C500	(RESOURCE)	02/22/2023
R-C800	(RESOURCE)	02/22/2023
R-C801	(RESOURCE)	02/22/2023

.6 Specifications

Section	Title	Date	Pages
PROJECT MANUAL	CONSTRUCTION DOCUMENTS PROJECT MANUAL	03/01/24	ALL

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[NA] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[NA] The Sustainability Plan:

Title	Date	Pages

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

END OF SECTION

SECTION 00 22 00 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The following amendments modify, change, delete from or add to the Instructions to Bidders (AIA Document A701 – Section 00 21 00. Where any part of the Invitation to Bid is modified or voided by these amendments, the unaltered provisions of that part shall remain in effect.

1.02 SUBMISSION OF BIDS

- A. In addition to the information listed in Subparagraph 4.3.1, the sealed envelope containing the bid shall be plainly marked on the outside with the bidding contractor's license number, date of expiration of the license, license limitation, and that part of license classification applying to the bid. If this information is not marked on the outside of the envelope, the Architect and the Owner are prohibited from opening and considering the bid by the requirements of The Contractor's Licensing Act of 1976 enacted by the General Assembly of the State of Tennessee, as amended by Chapter 9 and Chapter 406 of the Public Acts of 1977. The names of the Mechanical and Electrical Subcontractors, License numbers and date of expiration of their licenses must be on the bid envelopes.
- B. Bidders' attention is called to the provisions of the Contractor's Licensing Act requiring mechanical and electrical subcontractors to have a contractor's license if the aggregate amount of their subcontract is equal to or exceeds Twenty-Five Thousand Dollars (\$25,000).

1.03 CONTRACT FOR CONSTRUCTION

- A. The Contract for Construction of the Project will be executed on AIA Document A105-2017.
- B. Note the Owner requirement on Construction Duration: the project must achieve Substantial Completion a maximum of 45 days from the date of Purchase Order Issuance.
- C. The Contractor shall obtain and pay for the building permit and any other permits and governmental fees, utility company fees, licenses, and inspections necessary for proper execution and completion of the Work.

1.04 PERFORMANCE BOND

- A. Bonds shall be executed on AIA Document A312-2010, sample form attached in section 00 41 05 Performance Bond.

1.05 DEFINITIONS

- A. All definitions set forth in the Proposed Form of Agreement, AIA A105-2017, are applicable to these Instructions to Bidders.
- B. Bidding documents include the Invitation to Bid, Instructions to Bidders, the Bid Forms, Agreement between Owner and Contractor and the proposed Contract Documents including any Addenda issued prior to receipt of Bids.
- C. Addenda are written, or graphic instruments issued prior to the execution of the Contract which modify or

interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

- D. All correspondence concerning the bid process shall be addressed to Greg Campbell c/o Design Innovation Architects; 402 Gay Street Suite 201; Knoxville, TN 37902.
Phone: (865) 637-8540
Email: gcampbell@dia-arch.com.
- E. A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- F. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base.
- G. A Bidder is a person or entity who submits a Bid.
- H. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the work.

1.06 EXAMINATION OF DOCUMENTS AND SITE

- A. Each Bidder, by making his Bid, represents that he has read and understands the Bidding Documents.
- B. Each Bidder, by making his Bid, represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.
- C. Each Bidder, by making his Bid, represents that his Bid is based upon the materials, systems and equipment required by the Bidding Documents unless exceptions are noted on the Bid Form.

1.07 BIDDING PROCEDURES

- A. All Bids shall be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders. The Owner will furnish Bidders with Bid Forms which will provide for the following Bid Items:
 - 1. A single contract price for the Work as detailed and described in these Instructions.
 - 2. Acknowledgement of Addenda.
 - 3. Number of calendar days to complete project.
 - 4. List of Mechanical, Plumbing and Electrical sub-contractors.
- B. A Bid is invalid if it has not been received at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or prior to any extension thereof issued to the Bidders.
- C. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw, or cancel his Bid or any part thereof for sixty (60) days after the time designated for the receipt of Bids in the Invitation to Bid.
- D. Prior to the receipt of Bids, Addenda will be mailed or delivered to each person or firm recorded by the Architect and Engineer as having received the Bidding Documents. Addenda issued after receipt of Bids will be mailed or delivered only to the selected Bidder.
- E. Bids shall not contain any recapitulation of the Work (except as noted on the Bid Form) to be done and

no oral or telephone proposals or modifications will be considered.

- F. The Bidder shall make no additional stipulations on the Bid Form or limit or qualify his Bid in any other manner. Bids so qualified will be subject to disqualification.
- G. Only written instructions will be binding. The Architect or Engineer will not be responsible for any oral, telegraphic, or telephonic instructions.
- H. The names of all Subcontractors and material suppliers proposed to be employed shall be submitted for approval by the Owner before they are employed, and all such Subcontractors and material suppliers must be known to perform work of a high standard in their respective trades. If the Owner has reasonable objection to any such proposed person or entity, and notifies, the Bidder in writing of such objection, the Bidder shall provide an acceptable substitute person or entity in accordance with Article 5.2 of the General Conditions.

1.08 DISCREPANCIES AND AMBIGUITIES

- A. Each Bidder shall examine the Bidding Documents carefully and, not later than (10) days prior to the date for receipt of Bids, shall make written request to the Architect via fax or email for interpretations or correction of any ambiguity, inconsistency, or error therein which he may discover. The Architect or Engineer will issue any interpretation or correction as an Addendum. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

1.09 SUSTITUTIONS

- A. Where products or systems are specified by naming only one manufacturer and no provisions for substitutions are listed, no substitutions are allowed. Where substitution provisions are listed, they will only be considered if approved by Addenda prior to Bidding.

1.10 QUALIFICATIONS OF BIDDERS

- A. If required, a Bidder shall submit to the Owner a properly executed Contractor's Qualification Statement, AIA A-305 (current edition) and/or properly documented experience record.
- B. Bidders may be disqualified, and their Bids not considered for any of the following specific reasons:
 - 1. Reason for believing collusion exists among bidders.
 - 2. The Bidder being involved in any litigation with the Owner.
 - 3. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - 4. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.
 - 5. Uncompleted work which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.
 - 6. If required, a Bidder shall submit to the Owner a confidential Financial Statement in a sealed envelope.

1.11 BASIS OF BID

- A. The Bidder shall include all Allowances, Unit Cost items and Alternates shown on the Bid Form; failure to comply may be cause for rejection. No segregated Bids or assignments will be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 41 00 – BID FORM

Bid Form

Date Issued: March 01, 2024

Date Submitted: _____

DIA Project No. 22021

Submit Bids to Anderson County Purchasing Agent:

Katherine Kleehammer
Anderson County Deputy Purchasing Agent
Anderson County Courthouse
Clinton, Tennessee 37716

Project: Clinton HS Softball Concession Bldg

Owner: Anderson County Schools
101 South Main St
Suite 5
Clinton, TN 37716

Architect: Design Innovation Architects, Inc.
402 S. Gay Street, Suite 201
Knoxville, TN 37902
(865) 637-8540

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____*. To Anderson County (hereinafter called "OWNER"). In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of HVAC Upgrades for ACCTC Welding Shop Exhaust in strict accordance with the CONTRACT DOCUMENTS, within the time set forth below, and at the price stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with and other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within _____45_____ consecutive calendar days after the date on the executed Purchase Order issued by Anderson County Purchasing. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

The Contractor shall obtain and pay for the building permit and any other permits and governmental fees, utility company fees, licenses, and inspections necessary for proper execution and completion of the Work.

The undersigned, having visited the site of the work, and having familiarized himself with local conditions affecting the cost of the work, and having carefully examined all requirements of the proposed Contract Documents, dated March 01, 2024, as prepared by Design Innovations Architects, Inc., and duly issued Addenda to said Documents, as acknowledged herein, proposes to furnish all labor and materials as required by said Documents and Addenda thereto for the type of work stated below, for a lump sum of:

BASE BID

_____ Dollars (\$ _____)

ALTERNATES

No Alternates.

UNIT PRICES

No Unit Prices.

ALLOWANCES

No Allowances.

CONSTRUCTION DURATION

- A. The Bidder, by submitting this Bid, agrees to furnish all associated labor, materials, equipment, etc., necessary to complete the work by the above stated dates and to accept the conditions for liquidated damages as stated above. The above stated duration of the contract is of utmost importance to the Owner and is considered of the essence of the contract.
- B. In the event the duration of the project is extended by, and only by, approved Change Orders, then the General Conditions shall be adjusted in accordance with the provisions of the Contract. If the duration is extended through Change Order, the daily cost of General Conditions shall represent actual General Condition's costs but in no case shall exceed the unit cost of:

_____ Dollars (\$ _____) per day

NOTICE OF ACCEPTANCE

If written notice of the acceptance of this bid is mailed or delivered to the Undersigned within sixty (60) days after the date of receipt of bids or at any time thereafter before this bid is withdrawn, the Undersigned agrees that he will execute and deliver a contract on the forms which will be provided him in accordance with bid as specified; and that he will give performance and payment bonds as specified with good and sufficient surety or sureties all within ten (10) days, unless a longer period is allowed after the prescribed forms are presented to him for signature.

RECEIPT OF BID DOCUMENTS

Receipt is acknowledged of the Bid Documents identified by "Clinton HS Softball Concession Bldg" dated March 01, 2024, and Addenda and Supplementary drawings listed under "Addenda Receipt" attached.

ADDENDA RECEIPT (list addenda and supplementary drawings and the date received)

Addendum No.: _____	Date Received: _____
Addendum No.: _____	Date Received: _____
Addendum No.: _____	Date Received: _____
Addendum No.: _____	Date Received: _____

BIDDER - (If bid is by a Corporation, this bid must have the Signature Required by its By-Laws):

Respectively submitted:

FIRM NAME: _____

STATE of INCORPORATION: _____

BY: _____

TITLE: _____

DATE: _____

OFFICIAL ADDRESS: _____

TELEPHONE: _____

LICENSING

BIDDERS TENNESSEE CONTRACTORS LICENSE NUMBER:

CONTRACTOR CLASSIFICATION, SUBCLASSIFICATION, and LIMITATION:

(classification)

(sub-classification)

(limitation)

MAJOR SUBCONTRACTORS:

(HVAC)

(Electrical)

(Plumbing – if different from HVAC)

(Wood Framing Sub-contractor(s) – if different from GC)

BID NUMBER: 2426

BID TITLE: Clinton HS Softball Concession Bldg

END OF SECTION

SECTION 00 41 05 – PERFORMANCE BOND

**SEE THE FOLLOWING PAGES FOR THE AMERICAN INSTITUTE OF ARCHITECTS
DOCUMENT A312 – PERFORMANCE BOND**

DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »« »
« »

SURETY:

(Name, legal status and principal place of business)

« »« »
« »

OWNER:

(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this

Bond:

« »

None

« »

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: _____ « »

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: _____ « »



END OF SECTION

SECTION 00 42 00 – PROPOSED FORM OF AGREEMENT

**SEE THE FOLLOWING PAGES FOR THE AMERICAN INSTITUTE OF ARCHITECTS
DOCUMENT A105-2017 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A RESIDENTIAL OR SMALL COMMERCIAL PROJECT**

DRAFT AIA® Document A105™ - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Anderson County Schools »
« 101 S. Main St. »
« Suite 5 »
« Clinton, TN 37716 »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« Project Name: Clinton HS Softball Concession Bldg »
« 425 Dragon Drive, »
« Clinton, TN 37716 »

The Architect:
(Name, legal status, address and other information)

« Design Innovation Architects - DIA »
« 402 S. Gay Street »
« Suite 201 »
« Knoxville, TN 37902 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENTS

5 INSURANCE

6 GENERAL PROVISIONS

7 OWNER

8 CONTRACTOR

9 ARCHITECT

10 CHANGES IN THE WORK

11 TIME

12 PAYMENTS AND COMPLETION

13 PROTECTION OF PERSONS AND PROPERTY

14 CORRECTION OF WORK

15 MISCELLANEOUS PROVISIONS

16 TERMINATION OF THE CONTRACT

17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « 03/28/22 », and enumerated as follows:

Drawings:

Number	Title	Date
G000	COVER	2024-03-01
G001	GENERAL PROJ ...	2024-03-01
G002	LEGENDS & ABBR ...	2024-03-01
C101	SITE LAYOUT PL ...	2024-03-01
C102	SITE GRADING ...	2024-03-01
C103	SITE UTILITY ...	2024-03-01
C201	SITE DETAIL – 1 ...	2024-03-01
S001	STRUCTURAL NO ...	2024-03-01
S101	FOUNDATIO PLAN ...	2024-03-01

S201	MAIN LEVEL FRA ...	2024-03-01
S701	SECTIONS AND D ...	2024-03-01
AG001	3D VIEWS	2024-03-01
AG002	ACCESSIBILITY ...	2024-03-01
AG003	FIBER CEMENT ...	2024-03-01
AS101	ARCHITECTURAL ...	2024-03-01
A101	FLOOR PLANS ...	2024-03-01
A102	ENLARGED PLAN ...	2024-03-01
A121	REFLECTED CEIL ...	2024-03-01
A201	EXTERIOR ELEV ...	2024-03-01
A301	BUILDING SECTI ...	2024-03-01
A311	WALL SECTIONS ...	2024-03-01
A401	VERTICAL CIR ...	2024-03-01
A501	OPENINGS	2024-03-01
A700	INTERIOR FINISH ...	2024-03-01
A701	SIGNAGE	2024-03-01
P101	WASTE & WATER	2024-03-01
M101	HEAT & VENTILATION	2024-03-01
E101	FLOOR PLANS – ELEC ...	2024-03-01
E201	LEGENDS AND SCH ...	2024-03-01
R-C100	RESOURCE	02/22/2023
R-C101	RESOURCE	02/22/2023
R-C300	RESOURCE	02/22/2023
R-C500	RESOURCE	02/22/2023
R-C800	RESOURCE	02/22/2023
R-C801	RESOURCE	02/22/2023



Specifications:

Section	Title	Pages
PROJECT MANUAL	CONSTRUCTION DOCUMENTS PROJECT MANUAL	ALL

.3 addenda prepared by the Architect as follows:

Number	Date	Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. (Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

[« »] Not later than « FORTY-FIVE » (« 45 ») calendar days from the date of an executed Purchase Order issued by Anderson County Purchasing.

[« »] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

« »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner’s property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect’s consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. *(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or

anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the

responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

<< >>

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

<< >>

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

LICENSE NO.:

JURISDICTION:

END OF SECTION

SECTION 00 45 13 – GENERAL TERMS AND CONDITIONS

- Reference attached document provided by Anderson County Board of Education -

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

**ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716**

Email: purchasing@andersoncountyttn.gov

Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone

(865) 457-6252 Fax

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.26 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.41 IRAN DIVESTMENT ACT OF 2014: 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 Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

END OF SECTION

SECTION 00 45 19 – NON-COLLUSION AFFIDAVIT

- Reference attached document provided by Anderson County Board of Education -

Attachment 2

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

I state that I am (Title) _____ of (Name of My Firm) _____ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) _____ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Representative's Signature

Title

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

END OF SECTION

SECTION 00 45 39 – DIVERSITY BUSINESS INFORMATION

- Reference attached document provided by Anderson County Board of Education -



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

- “MINORITY”** means a person who is a citizen or lawful permanent resident of the United States and who is:
- Black (a person having origins in any of the black racial groups of Africa);
 - Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

“MINORITY BUSINESS ENTERPRISE” shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

“WOMEN BUSINESS ENTERPRISE” shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

() Corporation () Partnership () Limited Liability () Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ___ No___

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native ____%
- African American ____%
- Hispanic ____%
- Asian/Pacific Islander ____%
- Other ____% _____ (please indicate)

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISION EXPIRES: _____

END OF SECTION

SECTION 00 45 49 – DRUG FREE WORKPLACE AFFIDAVIT

- Reference attached document provided by Anderson County Board of Education -

Attachment 7

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The Company is compliance with T.C.A. 50-9-113

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purpose therein contained.

Witness my hand and seal office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____, 20_____.

END OF SECTION

SECTION 00 45 53 – BACKGROUND CHECK COMPLIANCE FORM

- Reference attached document provided by Anderson County Board of Education -

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT
 100 N. MAIN STREET, ROOM 214 or 218
 CLINTON, TN 37716
 (865) 457-6251
 (865) 457-6252 (Fax)

BID NUMBER _____**CONTRACT NUMBER** _____

BACKGROUND CHECKS Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature _____**Title** _____**Printed Name:** _____**Date** _____

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____

END OF SECTION

SECTION 00 62 00 – INSURANCE REQUIREMENT ACKNOWLEDGMENT

- Reference attached document provided by Anderson County Board of Education -

**Attachment 4
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- 1. **Workers Compensation Employers Liability** Statutory limits
100,000/100,000/500,000
- 2. **Commercial General Liability** \$500,000 per occurrence
\$1,000,000 aggregate
 - Occurrence Form Only
 - Include Premises Liability
 - Include Contractual
 - Include XCU
 - Include Products and Completed Operations
 - Include Personal Injury
 - Include Independent Contractors
 - Include Vendors Liability
 - Include Professional or E&O Liability
- 3. **Business Auto**
 - Include Garage Liability
 - Include Garage Keepers Liability
 - Copy of Valid Driver's License
 - Copy of Current Motor Vehicle Record
 - Copy of Current Auto Liability Declarations Page
- 4. **Crime Coverages**
 - Employee Dishonesty
 - Employee Dishonesty Bond
- 5. **Property Coverages**
 - Builders Risk
 - Inland Marine
 - Transportation
- 6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This **MUST** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

END OF SECTION

SECTION 00 63 00 – SUBSTITUTION REQUEST FORM

PART 1 GENERAL

TO: Gregory Campbell
Copy to: Tyler Goza
Design Innovation Architects
402 Gay Street, Suite 201
Knoxville, TN 37902
gcampbell@dia-arch.com
Copy to: tgoza@dia-arch.com

PROJECT: Clinton HS Softball Concession Bldg

SPECIFIED ITEM:

Section _____ Paragraph _____ Drawing Sheet _____

Description _____

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

Upon submitting this Request for Substitution, the undersigned certifies that the following statements are correct, unless otherwise modified on attachments:

1. Contractor has investigated the proposed substitution and believes that it is equal to or superior in all respects to specified item and will conform to design requirements and artistic effect.
2. Cost saving to Owner for accepting substitution: None _____ \$ _____
3. Contractor will pay the Architect and/or engineers for additional studies, investigations, submittal reviews, redesign and/or analysis caused by the requested substitution and at no additional cost to Owner.
4. Substitution required dimensional changes or redesign of structure:
No _____ Yes _____ (If yes, attach complete data).
5. Substitution requires dimensional changes or redesign of Mechanical:
No _____ Yes _____ (If yes, attach complete data).
6. Substitution requires dimensional changes or redesign of electrical:
No _____ Yes _____ (If yes, attach complete data).
7. Substitution requires dimensional changes or redesign of Plumbing:
No _____ Yes _____ (If yes, attach complete data).
8. Contractor will waive future claims for added cost to Contractor caused by substitution.
9. Changes in contract time caused by substitution: No _____ Yes _____ Add/Deduct _____ days.
10. Adverse effect on other Trades caused by substitution:
None: _____ Yes _____ (If yes, explain on attachment).

11. Contractor will modify other parts of the work as may be required to make all parts of work complete and functioning.

Not required Yes (If yes, explain on an attached page if necessary).

12. Same type of warranty for specified product or system will be furnished for proposed substitution.

No Yes (If no, explain on an attached page).

13. Maintenance Service Available:

No Yes (If no, explain on an attached page).

Where? _____

Spare Parts Source: _____

14. Contractor has complied with requirements of Section 01630, general Conditions and Contract Documents as part of the request for substitution and has completely filled-in this form.

No Yes

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEM:

See attached Not required

Submitted by: _____

Signature: _____

Firm: _____

Address: _____

For use by Architect:

Approved Approved as noted (Correct & resubmit for record)

Revise & Resubmit Rejected

Review only for conformance with Design concept of project and with information given in contract Documents.

Signature: _____

Date: _____

ATTACHMENTS TO THESE FORMS:

1. Manufacturer's Product Data for specified Item: Clearly marked to indicate full compliance with spec section and Contract Documents: Attached _____ Not required _____
2. Manufacturer's Product Data for Substitution: Clearly marked for adequate evaluation and comparison with data submitted for specified item: Attached _____ Not required _____
3. Samples: Attached _____ Not required _____
4. Cost Data and Implications of Substitution: Attached _____ Not required _____
5. Contractor's Comments: Attached _____ Not required _____
6. Other: _____

END OF SECTION

SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The following amendments modify, change, delete from or add to the General found in the Proposed Form of Agreement, referred to as the General Conditions in the remainder of the document – Spec Section 00-42-00. Where any part of the General Conditions is modified or voided by these amendments, the unaltered provisions of that part shall remain in effect.

1.02 INTENT OF CONTRACT DOCUMENTS

- A. Add the following:

- 1. If there is any conflict or discrepancy within or between any of the Contract Documents involving the quality or quantity of work required, it is the intention of the Contract that the work of highest quality or greatest quantity shown or specified shall be furnished, unless such conflict or discrepancy shall have been brought to the architect's attention and clarified by Addendum prior to the opening of bids.

- 2. Whether or not the word "all" is used in the specifications, coverage is intended to be complete, except where partial coverage is specifically and expressly noted. In all cases where an item is referred to in the singular number, it is intended that the reference shall apply to as many such items as are required to complete the work. Words such as "install", "provide", "furnish", and "supply" shall be construed as meaning complete furnishing, installing, and constructing unless modified by additional information.

1.03 DRAWINGS FURNISHED TO THE CONTRACTOR

- A. Add the following: Contractor will be responsible for purchasing the required number of drawings and specifications required for the contractor complete the work. All costs will be at the contractor's expense.

1.04 REVIEW OF CONTRACT DOCUMENTS

- A. Add the following: Should discrepancies or conflicts in the requirements of the Drawings and Specifications be discovered after the work has started, the Contractor shall report such discrepancies or conflicts to the Architect immediately and no work affected thereby shall be started, or if started, shall be stopped immediately until the Contractor and the Architect agree upon clarification of the discrepancy or conflict. Work that continues without notice to the Architect or prior to resolution of the conflict shall be at the Contractor's risk.

1.05 PERMITS, FEES AND NOTICES

- A. Add the following:

- 1. The Contractor shall obtain a Certificate of Occupancy from the Building Inspection Department having jurisdiction for the project as it is completed and ready for occupancy and shall deliver such certificate to the Architect and Owner.

2. Inspections, Correspondence, and Certifications by the Architect and Engineers required by the Public Authorities having jurisdiction – including by utility companies – are beyond the scope of Construction Contract Administration for the Architect and are considered project costs for the Contractor. The Contractor will be billed at the Architect's standard hourly rates for the personnel required to perform these functions.

1.06 SUBMITTALS

- A. Add the following: Additional provisions pertaining to shop drawings and samples are included in Division 1, General Requirements.

1.07 SUBCONTRACTUAL RELATIONS

- A. Add the following:

1. The Contractor shall be directly responsible for all of the work included in the Contract, whether performed by his own forces or by his subcontractors. Except in extreme emergencies, all instructions, clarifications, and approvals will be given by the Architect to subcontractors only through the Contractor and all shop drawings, samples, and correspondence from the subcontractor shall be submitted to the Architect through the Contractor.

2. Insofar as it does not affect the quality of workmanship or materials, the Contractor shall settle all questions of responsibility arising among his various subcontractors and shall determine the extent of work and responsibility of each of the subcontractors.

1.08 MEDIATION

- A. Delete all references to Mediation in the Proposed Form of Agreement, entirely and delete all references to mediation elsewhere in the General Conditions.

1.09 ARBITRATION

- A. all references to Arbitration in the Proposed Form of Agreement, entirely and delete all references to arbitration elsewhere in the General Conditions.

1.10 CHANGES IN THE WORK

- A. Add the following: In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontractors. Where major cost items are subcontracts, they shall be itemized also. In no case will a charge involving over \$250 be approved without such itemization.
- B. Add the following: Overhead and profit of which the maximum amount of allowable given in this Subparagraph shall be considered to include, but is not limited to, job-site staff and office expense, incidental job burdens, small tools, and home office overhead allocation. The percentages for overhead and profit shall not exceed the following:

1. To Contractor on work performed by other than its own forces – 5% profit;
2. To first-tier Subcontractor on work performed by its Sub-subcontractors – 5% profit; and
3. To Contractor and/or Subcontractors for that portion of the work performed with their respective forces – 10% overhead and 5% profit.

1.12 APPLICATIONS FOR PAYMENT

A. Add the following:

1. Until work is (100%) complete, the Owner will pay ninety-five percent (90%) of the amount due the Contractor on account of progress payments.

2. The Contractor is to use the current edition of AIA Document G702, Application and Certificate for Payment. Beginning with the first Application for Payment, the Contractor shall verify that he has paid all subcontractors and major material suppliers those respective amounts representing all work and materials which have formed the basis of previous progress payments. The application shall be submitted in three notarized copies.

1.13 PROGRESS PAYMENTS

A. Add the following:

Unless otherwise provided in the agreement, the Owner will make progress payments to the Contractor on or about the fifteenth (15th) day of each calendar month on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month. In preparing estimates, materials delivered to and properly stored on the site shall be given consideration. Materials stored off-site shall not be paid for by the Owner unless the Contractor furnishes a certificate for that material showing the Owner as the Owner of said material.

1.14 COSTS FOR DELAYS IN COMPLETION

- A. Add the following: If after Substantial Completion of the work and issuance of the Punch List, Final Completion of the Work is delayed beyond the time allotted for completion of the Punch List through no fault of the Owner or the Architect, the Contractor shall be liable for such ongoing costs as the architect shall incur on the Project. Such costs shall be computed and billed to the Contractor at the Architect's standard hourly rates in effect at the time the work is executed. Payment shall be required within thirty (30) days of invoice. Interest shall accrue at one percent (1%) per month on past due amounts. Contractor shall be liable for all legal fees if legal action is required for collection of unpaid amounts.

1.15 PROPERTY INSURANCE DEDUCTIBLES

- A. Add the following Clause: If by the terms of this insurance any mandatory deductibles are required, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1.16 PERFORMANCE BOND AND BOND

- A. Add the following: The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract.

1.17 INSPECTIONS AND CORRESPONDENCE

- A. Add the following: Inspections and or correspondence by the Architect required due to failure by the contractor to obtain inspections and approval from the Public Authorities having jurisdiction are beyond the scope of Construction Contract Administration for the Architect. As additional services, the Contractor will be billed at the Architect's standard hourly rate for the personnel required to perform these functions.

1.18 INTEREST

- A. Add the following: "Payments due and unpaid for thirty (30) days under the Contract Documents shall bear interest from the date thirty (30) days after payment is due at the rate of 1/2% (.5 percent) per month.

1.19 TIME

- A. Time is an essential consideration of the Contract and work shall commence on the date to be specified in a written notice to the Contractor to proceed and shall progress with a proper and sufficient force of workmen and ample supply of materials and equipment to complete the Contract within the time limit agreed to in the Contract for Construction.

1.20 SUBSTITUTIONS

- A. All requests shall be submitted to the Architect in writing with a fully executed substitution request form and shall clearly define and describe materials, methods or equipment for which approval is requested. Requests for substitution shall also include the product data available for the specified product for which the substitution is being requested, as well as the reason the Contractor wishes to submit the substitution.
- B. Prior to Bidding
 - a. If any Contractors desire to substitute any firms, materials, brands, methods, etc., other than specified, they may do so at any time prior to 10 days before bids are due. Substitution requests shall be directed to the Architect.
 - b. Requests shall be submitted by the General Contractor. Direct requests by manufacturer or material suppliers will not be considered.
 - c. If such submissions are approved by the Architect or if the Architect shall decide to enlarge the scope of the Specifications, such approvals or additional information will be made by Addendum to each Contractor.
- C. After Bidding
 - a. Substitutions after Bidding will, generally, not be considered, except under unusual circumstances, such as strikes, lockouts, bankruptcy, discontinuing of a product, etc.
 - b. Requests for substations shall be made in writing to the Architect within ten (10) days of the date that the Contractor ascertains that he cannot obtain the material or equipment specified.
 - c. Requests shall be accompanied by complete description of the material or apparatus to be submitted. On request from the Architect, samples of any and all such items shall be submitted and/or set up as directed for inspection and consideration. The amount of credit or extra cost to the Owner on account of the substitution and any changes in contract time shall be a part of this request.

1.21 STANDARDS

- A. Any material or other work specified by reference to the number, symbol, or title of a specific standard, such as American National Standards Institute (ANSI) Standard, a Federal Specification, a trade association standard, or other similar standard, shall conform to the requirements in the latest revision thereof or any amendment or supplement thereto in effect on the date of the drawings and specifications, except as limited to type, class or grade, or as modified in such reference.
- B. The standards referred to, except as modified in the specification, shall have full force and effect as though recited for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1.22 MANUFACTURER'S DIRECTIONS

- A. All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's instructions and recommendations. Any conflicts between such manufacturer's instructions and recommendations and the specifications shall be brought to the attention of the Architect and the procedures reconciled before proceeding with the work.

1.23 GUARANTEE

- A. All work under this Contract shall be guaranteed for a period of one (1) year after execution of Certificate of Substantial Completion against defects caused by the use of inferior materials or workmanship. Guarantee period of incomplete items at time of execution of Certificate of Substantial Completion shall commence on date of installation into building. Repair and/or replace all such defective materials or equipment any work damaged there by or make any other adjustment necessary without additional cost to the Owner. This clause is not intended to abridge any or decrease any obligation created by State or Federal Statute or regulation.

1.24 LAYING OUT WORK

- A. The Contractor shall, immediately upon entering the project site for the purposes of beginning work, locate all general reference points and be responsible for all lines, elevations, and measurements throughout the duration of the project.

1.25 LIQUIDATED DAMAGES

- A. As actual damages for any delay in completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars (\$500.00) as fixed, agreed, and liquidated damages for each calendar day of delay until a Certificate of Substantial Completion is executed by the Owner, Architect and Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 11 00 – SUMMARY OF WORK

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specifications Sections and the balance of the Specifications, apply to this Section.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Clinton HS Softball Concession Building

1. Project Location: 425 Dragon Drive, Clinton, TN, 37716

B. Owner: Anderson County Schools

C. Architect: Design Innovation Architects - DIA

D. The Work consists of the following:

Clinton high school is looking to build a two-story concession building and press box near their softball field on the campus of Clinton High School. The field is not part of the scope of this project. The facility is not intended to be used for students to obtain educational credits and will not be in operation during schools hours.

The project does not require state fire marshal review. A 'no review' letter is attached to sheet G000.

Existing parking will service the building as the facility will only be in operation outside of CHS operating hours.

1.03 TYPE OF CONTRACT

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 42 00 – Proposed Agreement Form.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00 – ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Number of copies of submittals.
- E. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 11 00 - Summary
- B. Section 01 70 00 - Execution and Closeout Requirements
- C. Section 01 78 00 - Closeout Submittals

1.03 PROJECT COORDINATION

- A. Cooperate with the Owner's Representative in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Owner's Representative.
- C. Comply with Owner's Representative's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Make the following types of submittals to Architect:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.
- E. Any work required to be done at the adjacent school shall be coordinated with the Principal of the school regarding scheduling, area and duration of work. Work in the school areas shall only proceed following the approval of the Principal.

- F. The school side of the site shall receive temporary chain-link fencing to protect the school children and keep them out of the construction site. It is the Contractor's responsibility to maintain and service the fence as necessary to maintain the integrity of the barrier.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner's Representative will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
 - 4. Major Subcontractors.
 - 5. Civil Engineer.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors not noted on the Bid Form, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, Project Manager and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, as-built documents, and Contract closeout procedures.
 - 7. Scheduling.
 - 8. Site Utilities, specifically access to the existing sewer. It is critical to discuss a plan for sewer access prior to the commencement of the Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.

4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Review of project Record Documents, Drawings and Specifications.
 12. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - CLOSEOUT SUBMITTALS.

3.04 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Project Record Documents.
 6. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion. Project closeout submittals should be submitted to the Owner's Representative after the completion of Phase I of the Project. Each phase will have its own substantial completion date and closeout process.

3.05 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:

1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect. Alternately, for large sheets, the contractor may submit 3 large format copies to the architect and the architect will scan the final reviewed document with the applicable comments and stamps and return an uneditable digital file to the contractor.
- B. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.06 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810 or other approved format.
- B. Sequentially number the transmittal form. Revised submittals shall be numbered with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents prior to delivery for review by the Architect.
- E. Deliver submittals to Owner's Representative at business address.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items with the Architect.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.
- M. Store one copy of reviewed submittals at the project site for the entire duration of the project.

END OF SECTION

SECTION 01 42 16 – DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. **Furnish:** To supply, deliver, unload, and inspect for damage.
- B. **Install:** To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. **Product:** Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. **Project Manual:** The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. **Provide:** To furnish and install.
- F. **Supply:** Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00 – PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.02 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable (Equal) Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use iron, steel, or manufactured goods having any of the following characteristics:
 - 1. Made outside the United States or its territories.
 - 2. Made using or containing CFC's or HCFC's.
- C. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 2. Have longer documented life span under normal use.
 - 3. Result in less construction waste.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Substitutions will not be considered if submitted fewer than 5 business days prior to the opening of the bids. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Use Substitution Request Form – Section 00-63-00
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

- g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- C. A request for substitution constitutes a representation that the submitter certifies that they:
- 1. Have investigated proposed product and determined that it meets or exceeds the quality level of the specified product and is accepted by the Authorities Having Jurisdiction.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
- 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00 – EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Cleaning and protection.
- D. Closeout procedures, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 11 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 and Section 00 63 00 Substitution Request Form.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

- B. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications):
 - 1. Maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel. All access panels shall be painted to match adjacent finish.
- C. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- D. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- E. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval by Owner's Representative.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 13, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.08 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

- A. Execute final cleaning.
- B. Use cleaning materials that are non-hazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Clean new and existing equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from new roofs, gutters, downspouts, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Complete Closeout submittals, maintenance manuals, and information for warranties are required upon completion of work.
- B. Notify Owner's Representative when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Owner's Representative review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

END OF SECTION

SECTION 01 78 00 – CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect within two weeks of substantial completion of each phase or with claim for final Application for Payment for each phase of work.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- D. Project Record Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings and Specifications
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Provide servicing and lubrication schedule, and list of lubricants required.
- E. Include manufacturer's printed operation and maintenance instructions.
- F. Include sequence of operation by controls manufacturer.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Provide control diagrams by controls manufacturer as installed.
- I. Additional Requirements: As specified in individual product specification sections.

3.05 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11-inch three D side ring binders with durable plastic covers; 2-inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- E. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Certificates.
 - c. Photocopies of warranties and bonds.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined. There shall be a substantial completion date for each of the completed phases.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION