

# 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@andersontn.org](mailto:purchasing@andersontn.org)  
<http://andersontn.org/purchasing>

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**Bid No.: 2104**

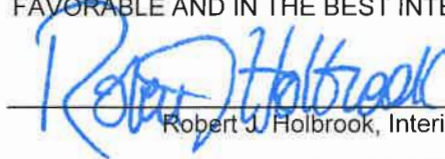
**Date Issued: September 11, 2020**

**Bids will be received until  
3:00 p.m. Eastern Time on October 8, 2020**

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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, Interim Director of Finance

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### BID DESCRIPTION

Bid to Renovate Senior Center. Vendors are to submit one original and two copies. A mandatory pre-bid meeting will be held September 24, 2020 at 9:00 a.m.

Questions are to be emailed to [purchasing@andersontn.org](mailto:purchasing@andersontn.org).

**SECTION 00 01 02**  
**BID #2104 PROJECT INFORMATION**

**PART 1 GENERAL**

**1.01 PROJECT IDENTIFICATION**

- A. Project Name: Anderson County Senior Center – Phase I Improvements, located at:  
96 Mariner Point Drive  
Clinton, Tennessee 37716
- B. The Owner, hereinafter referred to as Owner: Anderson County Government

**1.02 PROJECT DESCRIPTION**

- A. Summary Project Description: Phase I Improvements to the proposed Anderson County Senior Center will consist of the reconfiguration of space to gain a larger kitchen with related demolition and demolition of various items that are no longer needed like stages and sound booths. Also, new floor finishes and paint will be provided throughout.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

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- E. 00 11 13 - Advertisement for Bids
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- I. 00 43 23 - Alternates Form
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**SPECIFICATIONS**

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- A. 01 10 00 - Summary
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- G0.0 Cover Sheet, Revision 1 on 08.28.2020
- G0.1 General Accessibility Details

**LIFE SAFETY**

- LS1.1 Life Safety Plan & Code Review

**ARCHITECTURAL DEMOLITION**

- AD1.1 Demolition Plan, Revision 1 on 08.28.2020

**ARCHITECTURAL**

- A1.1 Floor Plan, Revision 1 on 08.28.2020
- A1.2 Kitchen Equipment Plan & Schedule, Revision 1 on 08.28.2020
- A2.1 Reflected Ceiling Plan
- A7.0 Door Schedule, Finish Index, & Schedule, Revision 1 on 08.28.2020
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**SECTION 00 11 13**  
**ADVERTISEMENT FOR BIDS**

**FROM:**

**1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):**

- A. Anderson County Government, Office of the Anderson County Purchasing Agent
- B. Address:  
100 North Main Street, Room 214  
Clinton, Tennessee 37716

**1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):**

- A. Studio Four Design, Inc.
- B. Address:  
414 Clinch Avenue  
Knoxville, Tennessee 37902

**1.03 TO: POTENTIAL BIDDERS**

- A. Your firm is invited to submit an offer under seal to Owner, located at the above address before 3:00pm local standard time on the 8<sup>th</sup> day of October, 2020, for:
- B. Project: Anderson County Senior Center – Phase 1 Improvements
- C. Project Description: Anderson County Senior Center – Phase I Improvements will consist of the reconfiguration of space to gain a larger kitchen with related demolition and demolition of various items that are no longer needed like stages and sound booths. Also, new floor finishes and paint will be provided throughout.
- D. Refer to other bidding requirements described in Document 00 21 13 - Instructions to Bidders.
- E. A mandatory Pre-Bid Meeting has been scheduled for 9:00 a.m. on the 24<sup>th</sup> day of September, 2020 at the location of 96 Mariner Point Drive, Clinton, Tennessee 37716.
- F. All general contract bidders are required to attend the Pre-Bid Meeting and suppliers are also invited.
- G. Bidders will be required to provide Bid security in the form of a Bid Bond in the amount of five percent (5%) of the total bid amount.
- H. Submit your offer on the Bid Form provided. Provide one set of original documents and two copies.
- I. The Owner reserves the right to accept or reject any or all offers.
- J. It is requested that all questions be submitted by 4:00 PM EST on the 1<sup>st</sup> day of October, 2020.

**END OF SECTION**

**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

**SUMMARY**

**1.01 DOCUMENT INCLUDES**

- A. Bid Documents and Contract Documents
- B. Bid Enclosures/Requirements
  - 1. Bid Form Signature
  - 2. Additional Bid Information

**BID DOCUMENTS AND CONTRACT DOCUMENTS**

**2.01 INQUIRIES/ADDENDA**

- A. Direct bidding questions, substitution requests, and all other inquiries via email to:  
Anderson County Purchasing  
[purchasing@andersontn.org](mailto:purchasing@andersontn.org)

**2.02 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS**

- A. Where the Bid Documents stipulate a particular product, substitutions may be considered. The County reserves the right to reject any and all proposed substitutions.
- B. Bidders are encouraged to seek pre-approval of proposed substitutions during the Questions & Answers process, prior to bid submission.
- C. Bids must provide sufficient information to determine acceptability of such products.
- D. Bids must provide complete information on required revisions to other work to accommodate each proposed substitution.

**SITE ASSESSMENT**

**3.01 SITE EXAMINATION**

- A. Examine the project site before submitting a bid.
- B. A visit to the project site has been arranged for bidders as follows: Required Pre-Bid Meeting

**BID SUBMISSION**

**4.01 SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

**BID ENCLOSURES/REQUIREMENTS**

**5.01 SECURITY DEPOSIT**

- A. Bids shall be accompanied by a security deposit as follows:
  - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.

**5.02 BID FORM REQUIREMENTS**

- A. Complete all requested information in the Bid Form, Appendices and Attachments.

**END OF SECTION**

SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Anderson County Government (Owner)  
Purchasing Office  
100 North Main Street, Room 214  
Clinton, Tennessee 37716

1.02 FOR:

- A. Project: Anderson County Senior Center – Phase I Improvements, Bid #2104

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

- A. Bidder's Full Name \_\_\_\_\_
  - 1. Address \_\_\_\_\_
  - 2. City, State, Zip \_\_\_\_\_
  - 3. Federal Tax Identification Number: \_\_\_\_\_
  - 4. Authorized Signature: \_\_\_\_\_
  - 5. Authorized Signatory's Name & Title: \_\_\_\_\_

1.04 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Studio Four Design for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable Federal taxes, State of Tennessee taxes, Anderson County Taxes, and City of Clinton taxes are included in the Bid Sum.

1.05 Substitutions

Our bid offer include any proposed substitutions? \_\_\_\_\_

1.06 ACCEPTANCE

If this bid is accepted by Owner we will:

- 1. Furnish the required bonds within seven days of receipt of Notice of Award.
- 2. Commence work within seven days after written Notice to Proceed of this bid.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:

- B. Achieve Substantial Completion of the work within \_\_\_\_\_ (contractor Insert) calendar days, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount of Five Hundred Dollars (\$500.00) per calendar Day.

**1.08 ALLOWANCES**

- A. Contingency Allowance: Include the contingency in the amount of 5% of the base bid for use upon Owner's instructions.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Funds will be drawn from the Contingency Allowance only by Change Order.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

**1.09 UNIT PRICES**

**1.10 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions (this cost shall be considered to include, but not limited to, job-site staff, office expenses, incidental burdens, small tools, office overhead allocation), our percentage fee will be:
  - 1. Fifteen percent (15%) overhead and profit on the net cost of our own Work;
  - 2. Five percent (5%) profit on the cost of Work done by a Subcontractor. This fee is applied to the subcontractor's gross (net plus fee) cost on additional work.
  - 3. Fifteen percent (15%) overhead and profit on net cost is allowed by a Subcontractor for their Work.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus the overhead and profit percentage noted above.

**1.11 ADDENDA**

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

**1.12 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
  - 1. Subcontractors: \_\_\_\_\_
  - 2. Unit Prices: \_\_\_\_\_
  - 3. Alternates: A \_\_\_\_\_ B \_\_\_\_\_ C \_\_\_\_\_
- B. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
  - 1. Document 00 43 23 - Alternates Form: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 23 00.
- C. The following County Required Attachments are attached to this Bid Form:
  - Attachment 1 - Drug-Free Workplace Affidavit
  - Attachment 2 - Non-Collusion Affidavit
  - Attachment 3 - Diversity Business Information (If applicable)
  - Attachment 4 - Certificate of Liability
- D. A full explanation of any part of the proposed solution that deviates from the specifications.

**END OF SECTION**



**SECTION 00 41 14  
BID ENVELOPE**

THIS FORM MUST BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID. NO BID WILL BE CONSIDERED IF THIS FORM IS INCOMPLETE OR NOT ATTACHED TO THE OUTSIDE OF THE BID ENVELOPE.

<b>To:</b>	Anderson County Government Purchasing Office 100 North Main Street, Room 214 Clinton, Tennessee 37716	<b>Project:</b> <b>Anderson County Senior Center Improvements, Bid #2104 96 Mariner Point Drive Clinton, Tennessee 37716</b>
<b>DATE:</b>		
<b>TIME:</b>		
<b>LOCATION:</b>		
<b>NAME OF BIDDER:</b>		
<b>LICENSE NO.*:</b>		
<b>LICENSE CLASSIFICATION OF BIDDER:</b>		
<b>EXPIRATION DATE:</b>		
<b>MONETARY LIMITS:</b>		

*\*If bidder is licensed in more than one classification that applies to the work being bid, include the license number, license classification and expiration date of license of all classifications.*

END OF SECTION  
SECTION 00 43 23  
ALTERNATES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) \_\_\_\_\_

1.03 TO (OWNER ): ANDERSON COUNTY GOVERNMENT

1.04 DATED \_\_\_\_\_ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES.

ALTERNATE #1 – RECEPTION DESK:

ADD \$ \_\_\_\_\_

ALTERNATE #2 – CASEWORK UPCYCLE:

ADD \$ \_\_\_\_\_

ALTERNATE #3 – PERFORMANCE AND PAYMENT BONDS:

ADD \$ \_\_\_\_\_

END OF SECTION

# AIA<sup>®</sup> Document A201<sup>®</sup> – 2007

## **General Conditions of the Contract for Construction**

### **for the following PROJECT:**

*(Name and location or address)*

Anderson County Senior Center – Phase I Improvements  
96 Mariner Point Drive, Clinton, Tennessee 37716

### **THE OWNER:**

*(Name, legal status and address)*

Anderson County Government  
100 North Main Street  
Clinton, Tennessee 37716

### **THE ARCHITECT:**

*(Name, legal status and address)*

Studio Four Design, Inc. , Subchapter S Corporation  
414 Clinch Avenue  
Knoxville, Tennessee 37902

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### **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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** 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; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 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 ten-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 the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 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 under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 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 appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 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. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required



submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** 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. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **ARTICLE 4 ARCHITECT**

##### **§ 4.1 GENERAL**

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

##### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

##### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 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.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

#### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

#### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 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 or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.



## § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or 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; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

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

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 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 encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

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Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** 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 Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### **§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then 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 shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** 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 that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

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whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.



§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

Init.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

#### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

#### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

#### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

#### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

#### **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven 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, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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**§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** 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 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, 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.

Init.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



# **Additions and Deletions Report for** **AIA® Document A201® – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:06:15 ET on 09/09/2020.

## **PAGE 1**

Anderson County Senior Center – Phase I Improvements  
96 Mariner Point Drive, Clinton, Tennessee 37716

...

Anderson County Government  
100 North Main Street  
Clinton, Tennessee 37716

...

*(Name, legal status and address)*  
Studio Four Design, Inc. , Subchapter S Corporation  
414 Clinch Avenue  
Knoxville, Tennessee 37902

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Stacy L. Cox, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:06:15 ET on 09/09/2020 under Order No. 6218791609 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

**SECTION 01 10 00**  
**SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: Anderson County Senior Center – Phase I Improvements
- B. Owner's Name: Anderson County Government
- C. Architect's Name: Studio Four Design, Inc.
- D. Additional Project contact information is listed on the drawing Cover Sheet – T0.0.
- E. The Project is comprised of renovations to the proposed Anderson County Senior Center consisting of the reconfiguration of space to gain a larger kitchen with related demolition and demolition of various items that are no longer needed like stages and sound booths. Also, new floor finishes and paint will be provided throughout.

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: AIA A101-2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

**1.03 WORK BY OWNER**

- A. Items noted NIC (Not in Contract) or "by Owner" will be supplied and installed by Owner. Some items include:
  - 1. Furnishings.
  - 2. Small equipment.
  - 3. Security equipment.
  - 4. Computer wiring and equipment.

**1.04 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and by Owner:
  - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Utility Outages and Shutdown:
  - 1. Prevent accidental disruption of utility services to other facilities.

**1.05 VERIFICATION OF DIMENSIONS**

- A. Dimensions, elevations, and locations shown on the drawings in reference to existing structures and utilities are the best available data obtainable but are not guaranteed by the Architect or the Owner and the Architect and the Owner will not be responsible for their accuracy.
- B. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, line levels, or other conditions of limitations at the site and building to avoid construction errors. If any work is performed by the Contractor or by his Subcontractors prior to adequate verification of applicable data, any resultant extra cost for adjustment of work to conform to existing limitations shall be borne by the Contractor without reimbursement or compensation by the Owner.

#### **1.06 SUBSTANTIAL COMPLETION OF THE WORK**

- A. Upon substantial completion of any phase of the work, the Owner shall assume complete responsibility for the maintenance and operation of the heating, ventilating and air conditioning system and service utilities in that portion of the project.
- B. The Owner shall also become responsible for all other maintenance and damage and ordinary wear and tear and, with the exception of items under guarantee, the cost of repairs or restoration during the period between substantial and final completion.
- C. The Owner shall have the responsibility to have in effect all necessary insurance for protection against any losses not directly attributable to the Contractor's negligence.
- D. Upon substantial completion, payments for work in the substantially complete portion of the work shall be released to the Contractor, except for the retainage and an amount to cover the cost of the incomplete or deficient items included in the punch list made at the inspection to determine substantial completion. This amount shall be approximately the value of the punch list items as estimated by the Architect.
- E. The Contractor shall arrange a schedule so that punch list items are completed in the designated time by working during regular working hours.

#### **1.07 BUILDING PRODUCTS USE**

- A. It is the responsibility of the Contractor to inform her/himself concerning the application of the products he/she uses to follow the directions of the Architect and manufacturer.
- B. In the event of disagreement between the Contract Documents and the manufacturer's directions, the Contractor will obtain written instructions from the Architect before proceeding with the installation.
- C. If the Contractor has knowledge of or reason to believe the likelihood of failure, he/she will transmit such knowledge to the Architect and ask for written instructions before proceeding with the work.

#### **1.08 OWNERSHIP OF REMOVED MATERIALS AND EQUIPMENT**

- A. All removed existing materials and equipment designated to be removed which are not to remain the property of the Owner or are not noted to be reused in the new work shall become the property of the Contractor and shall be removed from the premises and site and disposed of by her/him. Verify with Owner Representative before removing items.

#### **1.09 CONTINGENCY ALLOWANCE**

- A. The General Contractor shall include in the base bid an amount equal to five percent (5%) of the Base Bid amount which shall constitute a contingency allowance. This allowance shall be used at the discretion of the Architect and the Owner for the Owner's purposes. See Section 01 21 00 Allowances for procedures of allowance.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 20 00  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Price and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

**1.02 SCHEDULE OF VALUES**

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values after date of Owner-Contractor Agreement.
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Submit one electronic and three hard-copies of each Application for Payment.
- G. Include the following with the application:
  - 1. Construction progress schedule, revised and current.
  - 2. Partial release of liens from major subcontractors and vendors.
  - 3. Affidavits attesting to off-site stored products.
- H. When Architect requires substantiating information, submit data justifying dollar amounts in question.

**1.04 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.

- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  - 1. For change requested by Owner for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- E. Substantiation of Costs: Provide full information required for evaluation.
  - 1. Provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

**1.05 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 70 00.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 23 00  
ALTERNATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

**1.02 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

**1.03 SCHEDULE OF ALTERNATES**

- A. Alternate 1 – Reception Desk
- B. Alternate 2 – Casework Upcycle
- C. Alternate 3 – Performance & Payment Bonds

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 25 00**

**SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
  - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
    - a. Unavailability.
    - b. Regulatory changes.
  - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
    - a. Substitution requests offering advantages solely to the Contractor will not be considered.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 6. Agrees to reimburse Architect and/or Engineer for review or redesign services associated with proposed substitution without additional cost to the Owner.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
  - 1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
    - a. Project Information:
      - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
      - 2) Owner's, Architect's, and Contractor's names.
    - b. Substitution Request Information:
      - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
      - 2) Issue date.
      - 3) Reference to particular item within the Contract Document(s) with sheet number and drawing block number as applicable (e.g. window on 2/A2.1).
      - 4) Description of Substitution.



- 5) Reason why the specified item cannot be provided.
- 6) Differences between proposed substitution and specified item.
- 7) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
  - 1) Physical characteristics.
  - 2) In-service performance.
  - 3) Expected durability.
  - 4) Visual effect.
  - 5) Warranties.
  - 6) Other salient features and requirements.
  - 7) Include, as appropriate or requested, the following types of documentation:
    - (a) Product Data:
    - (b) Samples.
    - (c) Certificates, test, reports or similar qualification data.
    - (d) Drawings, when required to show impact on adjacent construction elements.
- d. Impact of Substitution:
  - 1) Savings to Owner for accepting substitution.
  - 2) Change to Contract Time due to accepting substitution.
- D. Limit each request to a single proposed substitution item.
  - 1. Submit an electronic document, combining the request form with supporting data into single document.

### **3.02 RESOLUTION**

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
  - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

### **3.03 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

### **3.04 CLOSEOUT ACTIVITIES**

- A. Include completed Substitution Request Forms as part of the Project record.

**END OF SECTION**

**SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Requests for Interpretation (RFI) procedures.
- I. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 72 00 - General Conditions: Dates for applications for payment.
- B. Section 01 60 00 - Product Requirements: General product requirements.
- C. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Conform to requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
  - 1. Requests for Interpretation (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 10. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
  - 4. Major Subcontractors.
- C. Record minutes and distribute copies within five days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

### **3.02 PROGRESS MEETINGS**

- A. Owner will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's superintendent.
  - 5. Major subcontractors pertaining to active or planned scope to be discussed.
- C. 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. Review of RFIs log and status of responses.
  - 7. Review of off-site fabrication and delivery schedules.
  - 8. Maintenance of progress schedule.
  - 9. Corrective measures to regain projected schedules.
  - 10. Planned progress during succeeding work period.
  - 11. Effect of proposed changes on progress schedule and coordination.
  - 12. Other business relating to work.
- D. Record minutes and distribute copies within seven days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.04 PROGRESS PHOTOGRAPHS**

- A. Photography Type: Digital; electronic files.
- B. In addition to periodic, recurring views, take photographs of each of the following events:
  - 1. Completion of site clearing.
  - 2. Excavations in progress.
  - 3. Foundations in progress and upon completion.
  - 4. Structural framing in progress and upon completion.
- C. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Via email.
  - 2. File Naming: Include project identification, date and time of view, and view identification.
  - 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled; one PDF file per submittal.

### **3.05 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition: A request seeking one of the following:

1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
  2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  2. Prepare in a format and with content acceptable to Owner.
    - a. Use AIA G716 - Request for Information .
  3. Combine RFI and its attachments into a single electronic PDF file.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Include in each request Contractor's signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
  2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions.
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
    - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
  3. Improper RFIs: Requests not prepared in conformance to requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response.
  4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  2. Owner's, Architect's, and Contractor's names.
  3. Discrete and consecutive RFI number, and descriptive subject/title.
  4. Issue date, and requested reply date.
  5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
  - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  - 2. Note dates of when each request is made, and when a response is received.
  - 3. Highlight items requiring priority or expedited response.
  - 4. Highlight items for which a timely response has not been received to date.
- G. Review Time: Architect will respond and return RFIs to Contractor within ten calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
  - 1. Response period may be shortened or lengthened for specific items and will be recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  - 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.06 SUBMITTAL SCHEDULE**

- A. Submit to Architect for review a schedule for submittals in tabular format.
  - 1. Submit at the same time as the preliminary schedule specified in Section - 01 32 16 - Construction Progress Schedule.
  - 2. Coordinate with Contractor's construction schedule and schedule of values.
  - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  - 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
    - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

### **3.07 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 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.

### **3.08 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

### **3.09 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 01 78 00 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated elsewhere in the specification..
- D. Submit for Owner's benefit during and after project completion.

### **3.10 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Extra Copies at Project Closeout: See Section 01 78 00.
- C. Samples: Submit the number specified in individual specification sections; two of which will be retained by Architect.
  - 1. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.11 SUBMITTAL PROCEDURES**

- A. General Requirements:
  - 1. Use a separate transmittal for each item.
  - 2. Sequentially identify each item. For revised submittals use original number and a sequential alphabetical suffix.
  - 3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  - 4. 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.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  - 5. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
    - a. Deliver submittals to Architect at business address and/or email as applicable.
  - 6. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 10 business days excluding delivery time to and from the Contractor.

- b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 5 business days.
  - 7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  - 8. Provide space for Contractor, Architect and/or Engineer review stamps.
  - 9. When revised for resubmission, identify all changes made since previous submission.
  - 10. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  - 11. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
    - 1. Submit only information required by individual specification sections.
    - 2. Collect required information into a single submittal.
    - 3. Submit concurrently with related shop drawing submittal.
    - 4. Do not submit (Material) Safety Data Sheets for materials or products.
  - C. Shop Drawing Procedures:
    - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
    - 2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
  - D. Samples Procedures:
    - 1. Transmit related items together as single package.
    - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

### 3.12 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
  - 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect's and his consultants' actions on items submitted for review:
  - 1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "Approved", or language with same legal meaning.
    - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
      - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
    - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
      - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
  - 2. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - 1) Resubmit revised item, with review notations acknowledged and incorporated.
    - b. "Rejected".
      - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and his consultants' actions on items submitted for information:
  - 1. Items for which no action was taken:

- a. "Received" - to notify the Contractor that the submittal has been received for record only.

**END OF SECTION**



**SECTION 01 32 16**  
**CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

**1.02 SUBMITTALS**

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

**1.03 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity.
- B. Sheet Size: Multiples of 11 x 17 inches.
- C. Scale and Spacing: To allow for notations and revisions.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

**3.02 CONTENT**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Provide sub-schedules to define critical portions of the entire schedule.
- C. Include conferences and meetings in schedule.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- F. Provide legend for symbols and abbreviations used.

**3.03 NETWORK ANALYSIS**

- A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.
- B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. Required Reports: List activities in sorts or groups:
  - 1. Listing of activities on the critical path.

**3.04 REVIEW AND EVALUATION OF SCHEDULE**

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 7 days.

**3.05 UPDATING SCHEDULE**

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Update diagrams to graphically depict current status of Work.
- D. Indicate changes required to maintain Date of Substantial Completion.

**3.06 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

**END OF SECTION**

**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 GENERAL**

**1.01 RELATED REQUIREMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section. Additional Sections contained within this Project Manual may also be related to this Section as they may contain corresponding materials and/or methods, ancillary requirements and/or coordination necessities

**1.02 WORK INCLUDED**

- A. Wherever possible, throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
- B. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for its review and approval or rejection by the Architect.
- C. Shop drawings, product data, and samples will be required for items listed hereinafter in the various sections of the specifications. The Architect reserves the right to request samples of materials or equipment specified, whether or not samples of the materials and equipment specified are called for.

**1.03 DESCRIPTION OF REQUIREMENTS**

- A. The types of submittals controlled by these General Requirements include shop drawings, product data, samples and miscellaneous work-related submittals. The individual submittal requirements are specified in applicable section for each unit of Work.
- B. Definitions: the work-related submittals of this section, in addition to the definitions of the General Conditions and elsewhere in the Contract Documents for the requirements of administrative submittals.
  - 1. Shop drawings include custom-prepared data of all forms including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form applicable to other projects.
  - 2. Product data includes standard printed information on materials, products and systems, not custom-prepared for this project, other than the designation of selections from available choices.
  - 3. Samples include both fabricated and unfabricated physical samples of materials, products and Work; both as complete units and as smaller portions of units of Work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.
  - 4. Miscellaneous submittals related directly to the Work (non-administrative) include warranties, guarantees, maintenance agreements, workmanship bonds, quality testing and certifying reports, copies of industry standards, record drawings, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work and not defined as shop drawings, product data or samples.

**1.04 GENERAL SUBMITTAL REQUIREMENTS**

- A. Coordination and Sequencing: Coordinate the preparation and processing of submittals with the performance of the Work so that Work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same Work, and for interfacing units of Work, so that one will not be delayed for coordination with another. Do not proceed with purchasing, fabrication and delivery of work related to a submittal until submittal procedure has been successfully completed.

- B. Preparation of Submittals: provide permanent marking on each submittal to identify it by project, date, Contractor, subcontractor, submittal name and similar information to distinguish it from other submittals. Show Contractor's approval marking prior to Architect's design intent review. Package each submittal appropriately for transmittal and handling. Submittals which are received directly from sources other than through the Contractor's office will be returned "without action".
- C. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for error or omissions in the submittals by the Architect's approval thereof.
- D. Verbal discussion between the Contractor and the Owner or the Architect of a proposed deviation and any subsequent agreements thereto shall not be considered valid unless confirmed in writing by the Owner or the Architect.
- E. The Contractor shall direct specific attention, in writing or on resubmitted submittals, to revisions other than those requested by the Architect on previous submittals.
- F. Delivery: All physical and electronic submittals shall be accompanied by a letter of transmittal containing an enumeration and description of the submittals and, unless otherwise specified, shall be delivered to the Architect. The transmittal letter shall indicate whether the submittal is for a product as specified or is a pre-approved substitution accepted before the bid date.

Unless directed otherwise, all submittals shall be delivered to:

Aaron Jernigan, Assoc. AIA

Studio Four Design, Inc.

414 Clinch Avenue

Knoxville, Tennessee 37902

Email: [ajernigan@s4dinc.com](mailto:ajernigan@s4dinc.com) (electronic submittals shall be acknowledged by the architect once received. If acknowledgement to the contractor is not received, contractor should follow up with architect to ensure information has been delivered)

#### 1.05 SHOP DRAWINGS

- A. General: See General Conditions for provisions pertaining to shop drawings.
- B. Preparation of Shop Drawings: Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing. Provide a space approximately 4 inches by 5 inches on the label or beside the title block on Shop Drawings to record the Architect's approval markings and recording action taken. Do not allow shop drawing copies without appropriate final review markings by the Architect or Engineer to be used in connection with the Work.
- C. Identification: All submittals shall be clearly identified with the name of the project, the supplier's name, the Contractor's name, and the location of material or equipment in the building. All shop drawings shall be dated and numbered.
- D. Contractor's Review: Shop drawings submitted without evidence that they have been reviewed by the Contractor, as specified in the General Conditions, or without proper identification as specified herein, will be returned to the Contractor without action by the Architect and shall be properly resubmitted. When the phrase "by others" appears on a shop drawing, the Contractor shall indicate on the shop drawing who is to furnish the material or operation so noted, before submitting the drawing. By approving and submitting submittals, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information

contained within such submittals with the requirements of the Work and of the Contract Documents.

- E. Coordination of Submittals: Prior to submittal for Owner's review, use all means necessary to fully coordinate all material, including, but not limited to, the following procedures:
1. Determine and verify all field dimensions and conditions, catalog numbers, and similar data.
  2. Coordinate as required with all Trades and with all public agencies involved.
  3. Secure all necessary approval from public agencies and others; signify by stamp or other means that all required approvals have been obtained.
  4. Clearly indicate, in writing, all deviations from the Contract Documents.
  5. Additional copies of approved shop drawings shall be furnished as required for coordination of the work of the various trades.
- F. Number of Shop Drawings Required: Unless otherwise specifically directed by the Owner, make all Shop Drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
1. Five (5) prints shall be submitted of each shop drawing. After the shop drawings have been reviewed and approved, one print will be filed at the office of the Owner, one print will be filed at the office of the appropriate consultant or engineer (if applicable), one print will be filed with the Architect, and two (2) prints will be returned to the Contractor, from which he shall make as many copies as he feels is needed for the prosecution of the Work. The Owner will not furnish additional copies to the Contractor.
- G. Review of Submittals: The Owner shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Owner's review shall be conducted with reasonable promptness while allowing sufficient time in the Owner's schedule to permit adequate review. Review of a specific item shall not indicate that the Owner has reviewed the entire assembly of which the item is a component. The Owner shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Owner in writing by the Contractor. The Owner shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- H. Time Required for Review: Shop drawings shall be submitted in time to allow not less than two weeks for processing by the Owner, plus an additional week for any Submittals requiring an Consultant/Engineer's review.

#### **1.06 PRODUCT DATA**

- A. General: See the General Conditions for provisions pertaining to shop drawings.
- B. Collect the required data into one submittal for each material, product or system; and mark each copy to show which choices and options are applicable to the project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for project site, available for reference by the Architect, Engineer or others).
- C. Information not exclusively pertinent to the Project shall be deleted so that there is no possible area of confusion as to what product, series or model is to be examined. The Architect or Owner will not take responsibility for having examined a product that was not intended by the Contractor to be judged.

### **1.07 SAMPLES AND MOCKUPS**

- A. Samples and mockups shall faithfully represent the product or the assembly as it is proposed to be installed. This shall include, but not be limited to, materials, finishes, method of construction or assembly, relationship to adjacent construction, method of attachment to adjacent construction, plus any electrical or mechanical connection that are required for the product or assembly to function. Include "range" samples (not less than 3 units) where variations occur, and identify each unit of each set.
- B. All samples shall have a label or tab containing the required information firmly affixed thereto.
- C. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in specified product submit accurate color charts and pattern charts to the Architect for his review and selection. Provide full sets of optional samples where Architect's selection is required. Prepare samples to match the Architect's sample where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards.
- D. Samples and color charts shall be physical specimens of materials or colors proposed to be provided. Selections and approval of samples will be made by the Architect from these submitted samples and color charts, without increase in costs to the Owner or Architects. Should the Contractor desire a sample returned, he shall submit a sufficient number in order for the Architect to retain one (1) sample and return the remainder to the Contractor.
- E. In order for the Owner to make a color schedule as quickly as possible and to avoid delivery and pricing problems, the Contractor shall be required to submit all items that require a color selection within 40 days of the Notice to Proceed. Delivery and pricing problems that develop because an item was not submitted within the forty (40) day time limit, shall be the sole responsibility of the Contractor and not that of the Owner.
- F. The color selection on any one item will not be made until after samples of all items that require a color selection have been submitted.

### **1.08 SUBMITTAL SCHEDULE**

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.
- B. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's
- C. Prepare the schedule in chronological order. Provide the following information for each submittal.
  - 1. Scheduled date for the first submittal.
  - 2. Related Section Number
  - 3. Submittal category (Shop Drawing, Product Data, or Sample)
  - 4. Name of the subcontractor
  - 5. Description of the part of the Work covered
  - 6. Scheduled date for Architect's final release or approval.
- D. Following approval of initial submittal, print and distribute copies to the Architect, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
- E. Revise the schedule monthly and issue the updated schedule concurrently with each Application and Certificate for Payment.

### **1.09 SUBMITTAL SEQUENCE**

- A. The right is reserved by the Architect to examine submittals and samples in a proper sequence that reflects the logical sequence of erection, installations, and proper assembly. Submittals of

products or materials that are the responsibility of separate Trades yet must be assembled in conjunction one with another, shall be submitted at the same time so that they may be examined all together. Should these not be submitted simultaneously, the Architect reserves the right to hold one set while awaiting the arrival of other submittals.

- B. All submittals within the responsibility of one Trade must be submitted at one time together (i.e. millwork). Numerous submittals of one product or item of construction over a period of time is not acceptable. In the event of this occurrence, the Architect will hold the submittal data arriving first until the last of the material has arrived. Then, and only then, will he/she make her/his examination.

#### **1.10 TIMING OF SUBMITTALS**

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittals, and for placing orders and securing delivery.
- B. Costs of delays occasioned by tardiness of submittals may be back-charged as necessary and shall not be borne by the Owner.

#### **1.11 RECORD DRAWINGS**

- A. In addition to the record drawings specified in the General Conditions, the Contractor shall assure that the record drawings for the mechanical and electrical work are properly maintained by his subcontractor and upon completion of the work shall deliver them to the Architect for the Owner.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Control of installation.
- F. Mock-ups.
- G. Tolerances.
- H. Manufacturers' field services.
- I. Defect Assessment.

**1.02 RELATED REQUIREMENTS**

- A. Document 00 72 00 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2017.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2015a, with Editorial Revision (2016).
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- F. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.



- i. Results of test/inspection.
  - j. Conformance with Contract Documents.
  - k. When requested by Architect, provide interpretation of results.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
- 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
- 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### **1.05 QUALITY ASSURANCE**

- A. Testing Agency Qualifications:
- 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

#### **1.06 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### **1.07 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 CONTROL OF INSTALLATION**

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

### **3.02 MOCK-UPS**

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to conform to the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Notify Architect fifteen (15) working days in advance of dates and times when mock-ups will be constructed.
- C. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- D. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
  - 1. Architect will issue written comments within five (5) working days of initial review and each subsequent follow up review of each mock-up.
  - 2. Make corrections as necessary until Architect's approval is issued.
- E. Accepted mock-ups shall be a comparison standard for the remaining Work.
- F. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

### **3.03 TOLERANCES**

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

### **3.04 TESTING AND INSPECTION**

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.

5. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency may not approve or accept any portion of the Work.
  3. Agency may not assume any duties of Contractor.
  4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### **3.05 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **3.06 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct an appropriate remedy or adjust payment.

**END OF SECTION**

**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 51 00 - Temporary Utilities.
- B. Section 01 52 13 - Field Offices and Sheds.
- C. Section 01 55 00 - Vehicular Access and Parking.
- D. Section 01 58 13 - Temporary Project Signage.

**1.03 TEMPORARY UTILITIES - SEE SECTION 01 51 00**

**1.04 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**1.05 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations .
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way .
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.06 FENCING**

- A. Construction: Contractor's option.
- B. Provide 6 foot high fence around construction site; equip with vehicular gates with locks.

**1.07 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 55 00**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

**1.08 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.

**1.9 PROJECT IDENTIFICATION**

- A. Provide project identification sign of design, construction, and location approved by Owner.
- B. No other signs are allowed without Owner permission except those required by law.

**1.10 FIELD OFFICES - SEE SECTION 01 52 13**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

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

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 51 00  
TEMPORARY UTILITIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 50 00 - Temporary Facilities and Controls:

**1.03 TEMPORARY ELECTRICITY**

- A. Cost: By Contractor.
- B. Provide power service required from utility source.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- D. Provide main service disconnect and over-current protection at convenient location and meter.

**1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

- A. Provide and maintain lighting for construction operations.
- B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- D. Maintain lighting and provide routine repairs.

**1.05 TEMPORARY HEATING**

- A. Cost of Energy: By Contractor.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

**1.06 TEMPORARY COOLING**

- A. Cost of Energy: By Contractor.
- B. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- C. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

**1.07 TEMPORARY VENTILATION**

- A. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

**1.08 TEMPORARY WATER SERVICE**

- A. Cost of Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 52 13**  
**FIELD OFFICES AND SHEDS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary field offices for use of Contractor.
- B. Maintenance and removal.

**1.02 USE OF EXISTING FACILITIES**

- A. Existing facilities shall not be used for field offices.

**1.03 USE OF PERMANENT FACILITIES**

- A. When permanent facilities are enclosed with operable utilities, relocate offices into building, with written agreement of Owner, and remove temporary buildings.

**PART 2 PRODUCTS**

**2.01 MATERIALS, EQUIPMENT, FURNISHINGS**

- A. Materials, Equipment, Furnishings: Serviceable, new or used, adequate for required purpose.

**2.02 CONSTRUCTION**

- A. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed, with steps and landings at entrance doors.
- B. Construction: Structurally sound, secure, weather tight enclosures for office. Maintain during progress of Work; remove when no longer needed.
- C. Fire Extinguishers: Appropriate type fire extinguisher at each office.

**2.03 ENVIRONMENTAL CONTROL**

- A. Heating, Cooling, and Ventilating: Automatic equipment to maintain comfort conditions.

**2.04 CONTRACTOR OFFICE AND FACILITIES**

- A. Size: For Contractor's needs and to provide space for project meetings.
- B. Furnishings in Meeting Area: Conference table and chairs to seat at least six persons; area for storing and viewing of Contract Documents, submittals, and project record documents.
- C. Other Furnishings: Contractor's option.
- D. Equipment: Six adjustable band protective helmets for visitors, one outdoor weather thermometer .

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. Fill and grade sites for temporary structures to provide drainage away from buildings.

**3.02 MAINTENANCE AND CLEANING**

- A. Maintain approach walks free of mud, water, and snow.

**3.03 REMOVAL**

- A. At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

**END OF SECTION**

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Procedures for Owner-supplied products.

**1.02 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.

**PART 2 PRODUCTS**

**2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
  - 1. Made using or containing CFC's or HCFC's.
  - 2. Made of wood from newly cut old growth timber.
  - 3. Containing lead, cadmium, asbestos.
- C. Where all other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
  - 3. Are made of recycled materials.

**2.03 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 LIMITATIONS**

- A. See Section 01 25 00 - Substitution Procedures.



### **3.02 OWNER-SUPPLIED PRODUCTS**

- A. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
  - 1. Handle, store, install and finish products.
  - 2. Repair or replace items damaged by Contractor or Subcontractors after receipt.

### **3.03 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.

### **3.04 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. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- F. Comply with manufacturer's warranty conditions, if any.
- G. Do not store products directly on the ground.
- H. Prevent contact with material that may cause corrosion, discoloration, or staining.
- 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. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 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, Electronic document submittal service.
- C. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 51 00 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- E. Section 01 74 19 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- F. Section 01 76 10 - Temporary Protective Coverings
- G. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- H. Section 01 79 00 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of certificate signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.04 QUALIFICATIONS**

- A. For surveying work, employ a land surveyor registered in Tennessee and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in Tennessee. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.

- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in Tennessee.

#### **1.05 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. 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.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- H. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- I. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- J. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

#### **1.06 COORDINATION**

- A. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated 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.
- B. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- C. Coordinate completion and clean-up of work of separate sections.
- D. 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 3 EXECUTION**

#### **2.01 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.

## **2.02 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that established by Owner provided survey.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- G. Utilize recognized engineering survey practices.
- H. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations.
- I. Periodically verify layouts by same means.
- J. Maintain a complete and accurate log of control and survey work as it progresses.

## **2.03 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.

## **2.04 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.

## **2.05 PROTECTION OF INSTALLED WORK**

- A. See Section 01 76 10 for temporary protective covering materials.
- B. Protect installed work from damage by construction operations.
- C. Provide special protection where specified in individual specification sections.
- D. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- 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. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.

- G. 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.
- H. Prohibit traffic from landscaped areas.
- I. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

#### **2.06 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

#### **2.07 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

#### **2.08 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See specification section for Testing, Adjusting, and Balancing for HVAC.

#### **2.09 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous.
- B. 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.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean 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 roofs, gutters, downspouts, scuppers, overflow drains, area drains, 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.

## **2.10 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion review. If work is not at a level of Substantial Completion at date of inspection, the Architect will not review the project at that time and a new date will need to be made.
- D. Conduct Substantial Completion review and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

## **2.11 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**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 00 72 00 - General Conditions and 00 73 00 - Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. 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.
  - 4. 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.

**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.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- 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. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: 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.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Information for re-ordering custom manufactured products.
- 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.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **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. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. 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.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.



- I. Include test and balancing reports.
- J. Additional Requirements: As specified in individual product specification sections.

### **3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- 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. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- I. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Product data, shop drawings, and other submittals.
    - c. Operation and maintenance data.
    - d. Field quality control data.
    - e. 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 Date of Substantial completion is determined.
- 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.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

**END OF SECTION**

**SECTION 01 79 00**  
**DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Training of Owner personnel in operation and maintenance is required for:
  - 1. All software-operated systems.
  - 2. HVAC systems and equipment.
  - 3. Plumbing equipment.
  - 4. Electrical systems and equipment.
  - 5. Landscape irrigation.
  - 6. Items specified in individual product Sections.
- B. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
  - 1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
  - 2. Finishes, including flooring, wall finishes, ceiling finishes.
  - 3. Items specified in individual product Sections.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit not less than two weeks prior to start of training.
  - 2. Provide an overall schedule showing all training sessions.
  - 3. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
    - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
    - g. Media to be used, such as slides, hand-outs, etc.
    - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

**3.02 TRAINING - GENERAL**

- A. Conduct training on-site unless otherwise indicated.
- B. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.

2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  4. Provide hands-on training on all operational modes possible and preventive maintenance.
  5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  6. Discuss common troubleshooting problems and solutions.
  7. Discuss any peculiarities of equipment installation or operation.
  8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  9. Review recommended tools and spare parts inventory suggestions of manufacturers.
- C. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within 10 days.

**END OF SECTION**

Attachment 1

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\_\_\_\_\_.

**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 or 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: \_\_\_\_\_



## 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:
- o Black (a person having origins in any of the black racial groups of Africa);
  - o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - o 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
  - o 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: \_\_\_\_\_

**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.

**This is not a comprehensive list. Additional requirements may be listed in the bid document.**

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



## Anderson County 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@andersontn.org](mailto:purchasing@andersontn.org)  
Website: <http://andersontn.org/purchasing>**

(865) 457-6218 Phone  
(865) 457-6252 Fax

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**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](mailto: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](http://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.

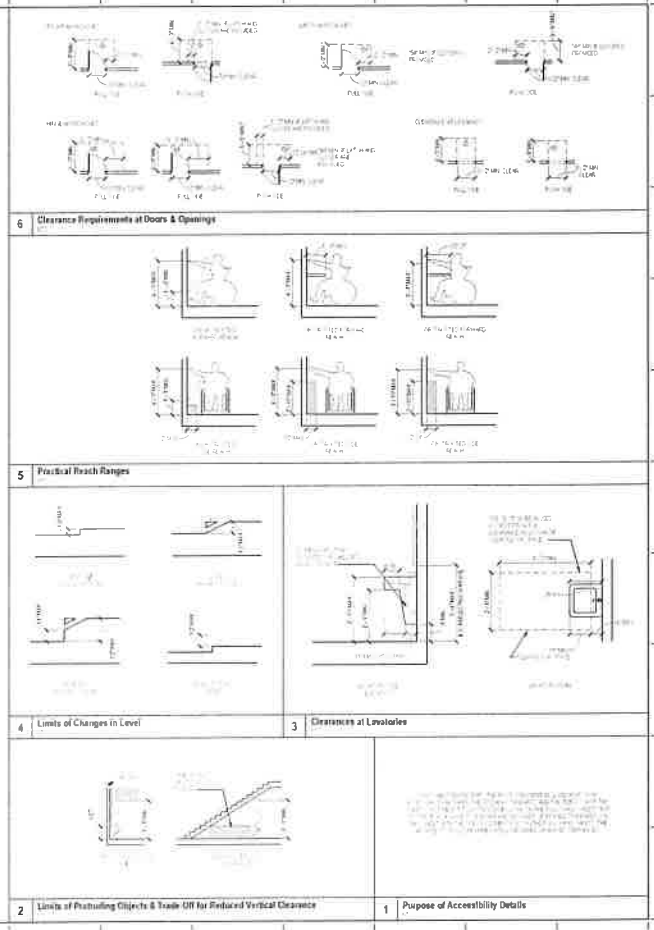
**1.39 OWNERSHIP:** All bids, once received, become property of Anderson County Government and will not be returned.

**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>.



Date: 08/20/2018  
 Drawing No: 2018-08-20-01  
 Project: Anderson County Senior Center  
 Location: 96 Main Street, Clinton, TN 37716  
 Architect: Studio Four Design, Inc.  
 Designer: [Name Redacted]  
 Title: General Accessibility Details



**STUDIO FOUR DESIGN**  
 ARCHITECTURE & INTERIORS

414 Dean Ave. Nashville, TN 37203  
 615.252.5000 | 615.252.5001  
 studiofourdesign.com

**Anderson County Senior Center**  
 96 Main Street Drive  
 Clinton, Tennessee 37716



Project Name: Anderson County Senior Center

Revision	By	Check	Date

Sheet Number: 20033  
 General Accessibility Details  
**T0.1**









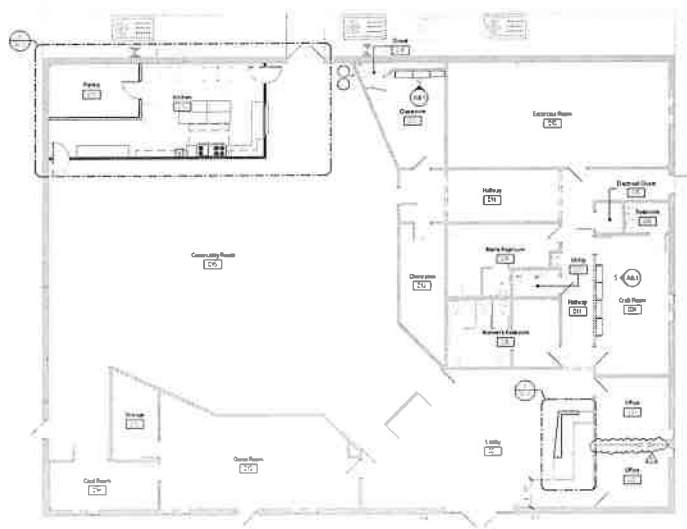
Project Name: Anderson County Senior Center

Issue #	Description	Date
1	Initial Review	01.15.2010

Job Number: 20033

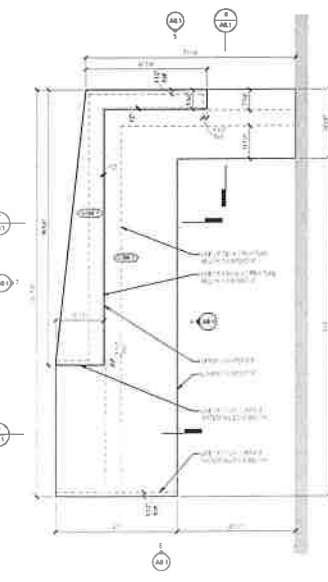
Floor Plan

A1.1



- ◆ **Typical Acoustic Partition (2 1/2" Wood Stud)**  
Single wall construction consisting of 2 1/2" wood studs at 16" on center, 5/8" gypsum board on each side, 1/2" acoustic mineral wool insulation, 5/8" gypsum board on each side, and 1/2" acoustic resilient channel. Coordinate with acoustical consultant for details.
- ◆ **Typical Partition (2 1/2" Wood Stud)**  
Single wall construction consisting of 2 1/2" wood studs at 16" on center, 5/8" gypsum board on each side, 1/2" acoustic mineral wool insulation, 5/8" gypsum board on each side, and 1/2" acoustic resilient channel. Coordinate with acoustical consultant for details.
- ◆ **Light Partition (2 1/2" Wood Stud)**  
Single wall construction consisting of 2 1/2" wood studs at 16" on center, 5/8" gypsum board on each side, 1/2" acoustic mineral wool insulation, 5/8" gypsum board on each side, and 1/2" acoustic resilient channel. Coordinate with acoustical consultant for details.

**3 Wall Type Legend**



2 Enlarged Reception Desk Plan - Add Alternate 1

1 Floor Plan

Date: 01/15/2010  
 Drawing Title: Anderson Senior Center  
 File: C:\Projects\Anderson Senior Center\A1.1 - Floor Plan.dwg  
 User: J. Smith  
 Plot: 01/15/2010 10:15 AM  
 Plot Device: AutoCAD Plotter  
 Plot Scale: 1/8" = 1'-0"  
 Plot Area: 0, 0, 20, 20  
 Plot Orientation: Landscape  
 Plot Color: Black  
 Plot Lineweight: 0.5  
 Plot Linetype: Solid  
 Plot Font: Arial, 10  
 Plot Background: No  
 Plot Scale: 1/8" = 1'-0"  
 Plot Area: 0, 0, 20, 20  
 Plot Orientation: Landscape  
 Plot Color: Black  
 Plot Lineweight: 0.5  
 Plot Linetype: Solid  
 Plot Font: Arial, 10  
 Plot Background: No



Project: Anderson County Senior Center  
 Location: 86 Manner Point Drive, Clifton, Tennessee 37718  
 Date: 08/14/2013  
 Designer: [Signature]  
 Title: Reflected Ceiling Plan

# STUDIO FOUR DESIGN INC.

ARCHITECTURE & INTERIORS

816 Church Ave. Knoxville, TN 37917  
 615-528-1000 / 615-528-1001  
 info@studiofour.com

Anderson County  
 Senior Center  
 86 Manner Point Drive  
 Clifton, Tennessee 37718



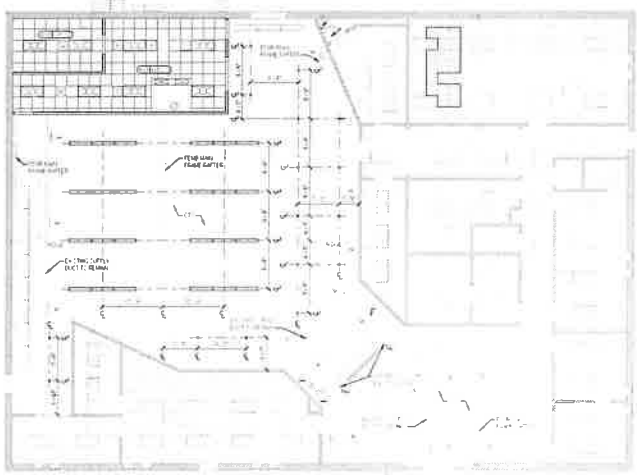
Rev.	Description	Date

Project No: 20033  
 Reflected Ceiling Plan

A2.1

- EXISTING GYPSUM BOARD CEILING
- EXISTING ACOUSTIC CEILING TILE
- EXISTING 34' TRUSSES
- EXISTING STRUCTURAL STEEL JOIST
- EXISTING ELECTRICAL CONDUIT (PIPE AFFIXURE TO SLAB)
- EXISTING SUPPLY DUCTWORK
- EXISTING RETURN REGISTER
- 2' x 2' GRID
- 2' x 4' GRID
- 4' x 8' GRID
- 6' x 6' GRID
- 8' x 8' GRID
- 10' x 10' GRID
- 12' x 12' GRID
- 14' x 14' GRID
- 16' x 16' GRID
- 18' x 18' GRID
- 20' x 20' GRID
- 24' x 24' GRID
- 30' x 30' GRID
- 36' x 36' GRID
- 42' x 42' GRID
- 48' x 48' GRID
- 54' x 54' GRID
- 60' x 60' GRID
- 66' x 66' GRID
- 72' x 72' GRID
- 78' x 78' GRID
- 84' x 84' GRID
- 90' x 90' GRID
- 96' x 96' GRID
- 102' x 102' GRID
- 108' x 108' GRID
- 114' x 114' GRID
- 120' x 120' GRID
- 126' x 126' GRID
- 132' x 132' GRID
- 138' x 138' GRID
- 144' x 144' GRID
- 150' x 150' GRID
- 156' x 156' GRID
- 162' x 162' GRID
- 168' x 168' GRID
- 174' x 174' GRID
- 180' x 180' GRID
- 186' x 186' GRID
- 192' x 192' GRID
- 198' x 198' GRID
- 204' x 204' GRID
- 210' x 210' GRID
- 216' x 216' GRID
- 222' x 222' GRID
- 228' x 228' GRID
- 234' x 234' GRID
- 240' x 240' GRID
- 246' x 246' GRID
- 252' x 252' GRID
- 258' x 258' GRID
- 264' x 264' GRID
- 270' x 270' GRID
- 276' x 276' GRID
- 282' x 282' GRID
- 288' x 288' GRID
- 294' x 294' GRID
- 300' x 300' GRID

2 Reflected Ceiling Plan Legend



4 Reflected Ceiling Plan

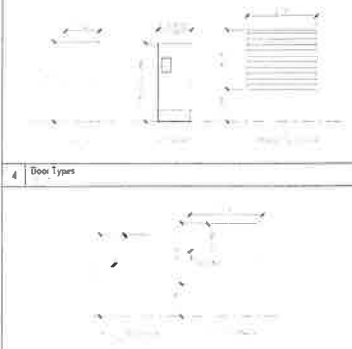
FIXTURE	TYPE	TEMP	DESCRIPTION	MANUFACTURER	MODEL	AMOUNT/GRID	NOTES
1	40'	40'	40' x 40' SQUARE RECESSED	OSRAM	40R	1/40' x 40'	1/40' x 40'
2	40'	40'	40' x 40' SQUARE RECESSED	OSRAM	40R	1/40' x 40'	1/40' x 40'
3	40'	40'	40' x 40' SQUARE RECESSED	OSRAM	40R	1/40' x 40'	1/40' x 40'
4	40'	40'	40' x 40' SQUARE RECESSED	OSRAM	40R	1/40' x 40'	1/40' x 40'

3 Lighting Fixture Schedule

Item Number	Item Name	Qty	Unit	Finish Schedule	Material	Notes
1	Walls			01-05	Acoustic Drywall	
2	Ceilings			01-05	Acoustic Drywall	
3	Floors			01-05	Acoustic Drywall	
4	Doors			01-05	Acoustic Drywall	
5	Windows			01-05	Acoustic Drywall	
6	Stairs			01-05	Acoustic Drywall	
7	Handrails			01-05	Acoustic Drywall	
8	Light Fixtures			01-05	Acoustic Drywall	
9	Switches			01-05	Acoustic Drywall	
10	Outlets			01-05	Acoustic Drywall	

Finish Schedule	Description	Notes
01-05	Acoustic Drywall	
01-05	Acoustic Drywall	
01-05	Acoustic Drywall	
01-05	Acoustic Drywall	
01-05	Acoustic Drywall	

Item Number	Item Name	Door Material	Door Type	Door Schedule	Notes
1	Interior	Acoustic Drywall	Standard	01-05	
2	Exterior	Acoustic Drywall	Standard	01-05	
3	Glazed	Acoustic Drywall	Standard	01-05	
4	Roll-up	Acoustic Drywall	Standard	01-05	



Item Number	Item Name	Notes
1	Interior	Acoustic Drywall
2	Exterior	Acoustic Drywall
3	Glazed	Acoustic Drywall
4	Roll-up	Acoustic Drywall

Finish Schedule	Description	Notes
01-05	Acoustic Drywall	
01-05	Acoustic Drywall	
01-05	Acoustic Drywall	
01-05	Acoustic Drywall	

1. Finish Abbreviations
2. General Finish Notes
3. General Finish Notes
4. General Finish Notes
5. General Finish Notes

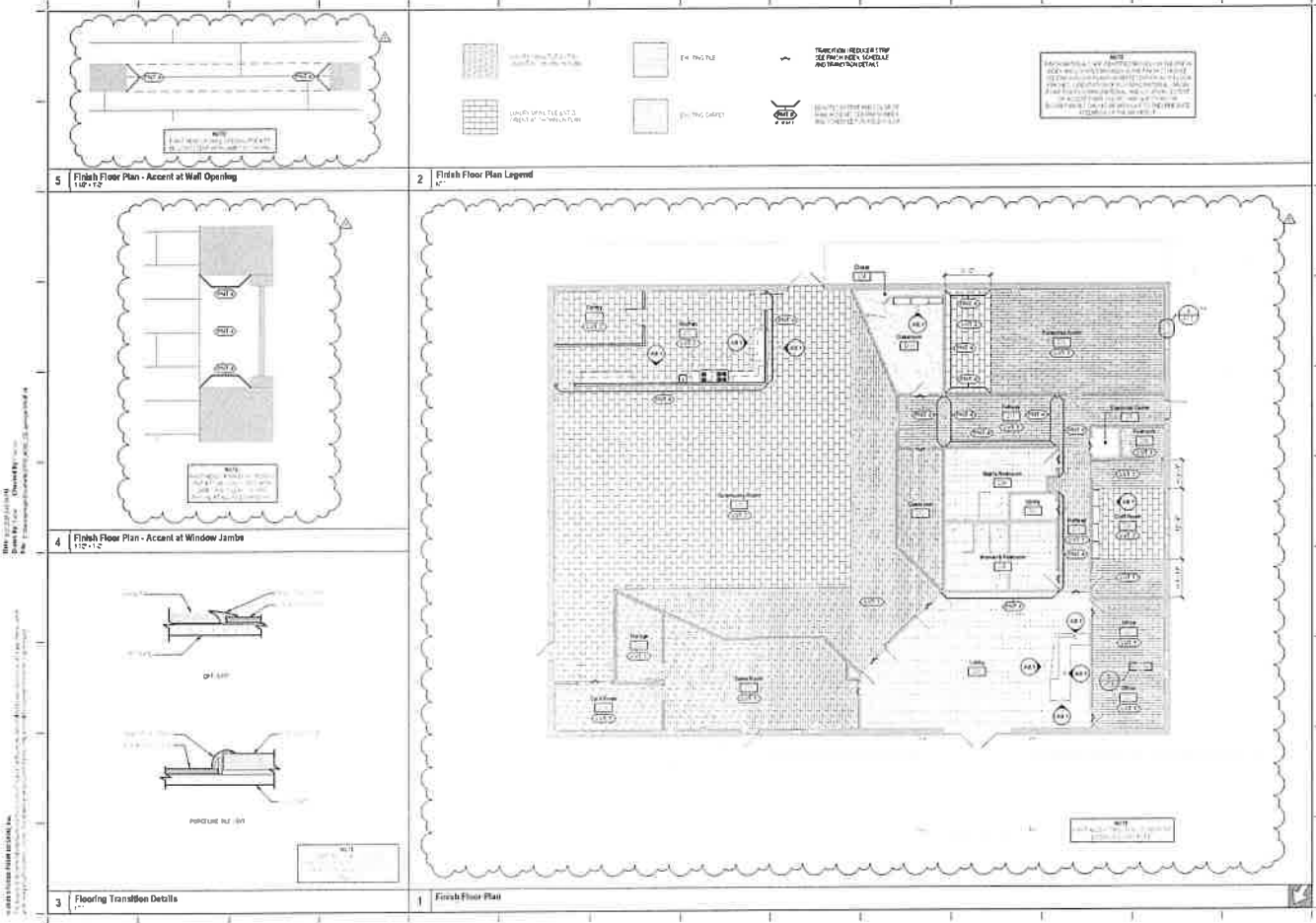
6. General Finish Notes
7. General Finish Notes
8. General Finish Notes
9. General Finish Notes
10. General Finish Notes
11. General Finish Notes
12. General Finish Notes
13. General Finish Notes
14. General Finish Notes
15. General Finish Notes

**STUDIO FOUR DESIGN**  
ARCHITECTURE & INTERIORS

414 Clinch Ave - Rowlett, TX 75089  
9 800 428-8600 | 9 800 527-8600  
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**Anderson County Senior Center**  
96 Mainline Point Drive  
Clinton, Tennessee 37718

Door Schedule, Finish Index & Schedule  
**A7.0**



# STUDIO FOUR DESIGN

ARCHITECTURE & INTERIORS

614 Clark Ave. Memphis, TN 37503  
901.521.2331 901.521.2332  
studiofourdesign.com

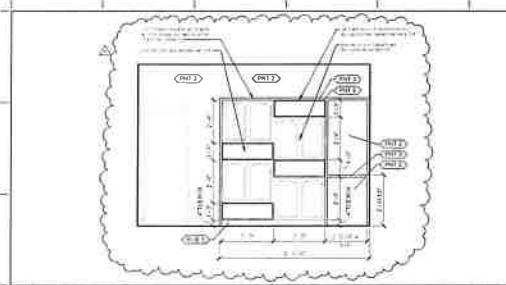
Anderson County  
Senior Center  
96 Main Street Drive  
Cannon, Tennessee 37718



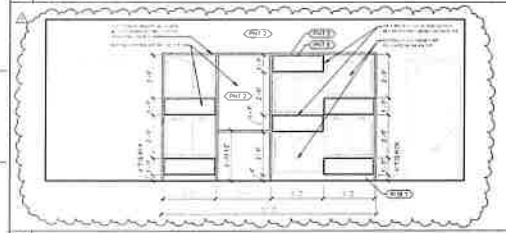
Revision/Description/Drawn/Checked	
1	Sheet Issue
2	Revisions
3	Revisions
4	Revisions
5	Revisions
6	Revisions
7	Revisions
8	Revisions
9	Revisions
10	Revisions

A7.1

Date: 01/11/2017  
 Project: 20033 - Anderson County Senior Center  
 Design: 20033 - Anderson County Senior Center  
 11000 Old Highway 101, Suite 101, Clinton, Tennessee 37716  
 Phone: 615-520-1100  
 Fax: 615-520-1101  
 Email: info@studiofour.com  
 Website: www.studiofour.com



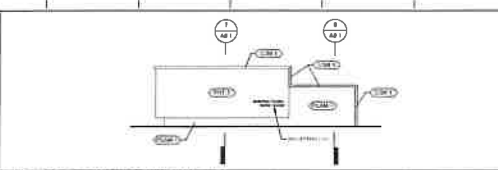
10 Casework Elevation in Classroom - Add Alternate 2



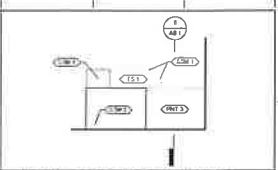
9 Casework Elevation in Craft Room - Add Alternate 2



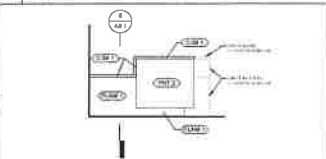
8 Elevation of Wall with Counter Door



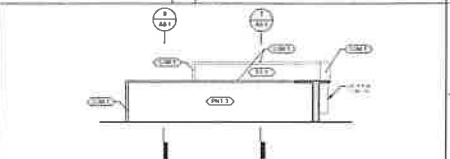
7 Front Elevation of Reception Desk - Add Alternate 1



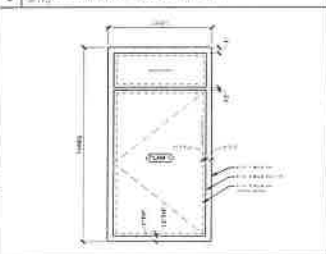
6 Right Elevation of Reception Desk - Add Alternate 1



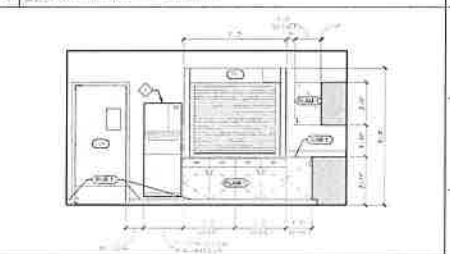
5 Left Elevation of Reception Desk - Add Alternate 1



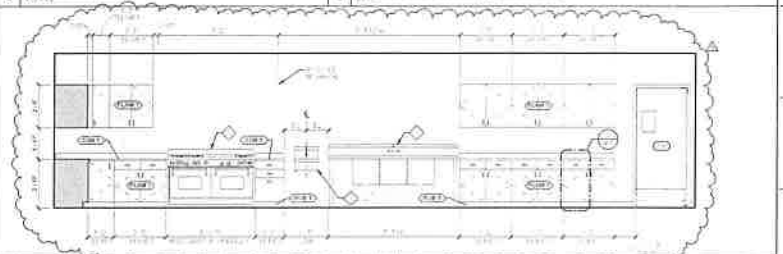
4 Rear Elevation of Reception Desk - Add Alternate 1



3 Typical Cabinet Elevation



2 Elevation of Wall with Counter Door on Kitchen Side



1 Elevation of Long Wall in Kitchen

**STUDIO  
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 ARCHITECTURE & INTERIORS

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 studiofourdesign.com

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 Senior Center  
 815 Murray Point Drive  
 Clinton, Tennessee 37716

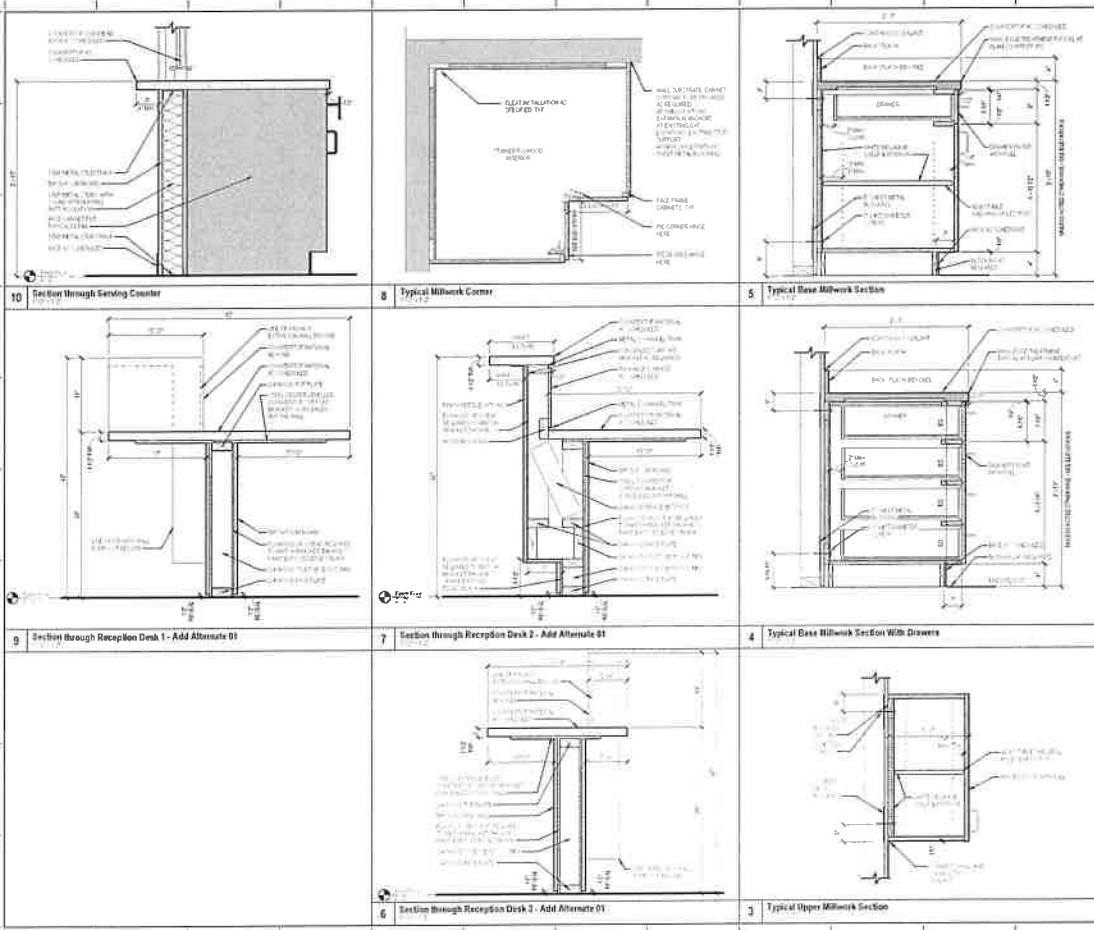


Project Phase		Contract Documents
Preparation	07/11/2016	
Permits		
Construction		
Occupancy		
Final		

Job Number: 20033  
 Interior Elevations

A8.1

DATE: 08/20/2018  
 DRAWN BY: [Name]  
 FILE: [Path]  
 PROJECT: [Name]  
 SHEET: [Name]



**SECTION DETAILS:**  
 1. MILLWORK AND CABINETRY SHALL BE CONSTRUCTION GRADE UNLESS OTHERWISE NOTED.  
 2. MILLWORK SHALL BE FINISHED WITH THE FOLLOWING: [Materials]  
 3. MILLWORK SHALL BE FINISHED WITH THE FOLLOWING: [Materials]  
 4. ALL MILLWORK SHALL BE FINISHED WITH THE FOLLOWING: [Materials]  
 5. MILLWORK SHALL BE FINISHED WITH THE FOLLOWING: [Materials]  
 6. MILLWORK SHALL BE FINISHED WITH THE FOLLOWING: [Materials]

**TYPICAL RECEIPTS**  
**TYPICAL SINK CENTER**  
**2 Typical Counter Edge Details**  
 SECTION AT CORNER  
 SECTION AT CABINET  
**1 Typical Millwork Installation Details**

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 901 528-5800 | 901 528-5400  
 info@studiofour.com

Anderson County  
 Senior Center  
 86 Marine Point Drive  
 Clinch, Tennessee 37716

Project Name: [Name]  
 Date: 08/20/2018  
 Rev. Description Date  
 1/1  
 1/2  
 1/3  
 1/4  
 1/5  
 1/6  
 1/7  
 1/8  
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 1/17  
 1/18  
 1/19  
 1/20

218 Number 70931  
**A9.1**



SPECIFICATIONS

GENERAL
ALL WORK SHALL COMPLY WITH ALL STATE, FEDERAL, LOCAL, COUNTY, AND MUNICIPAL ORDINANCES, CODES, REGULATIONS, AND PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE.

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STUDIO FOUR DESIGN INC. ARCHITECTURE & INTERIORS

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Phone: 615.259.1111
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Anderson County Senior Center
905 Memorial Point Dr.
Clinton, TN 37716

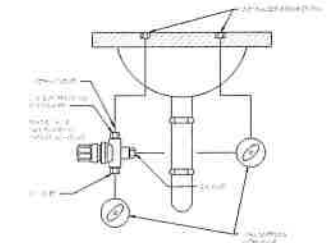
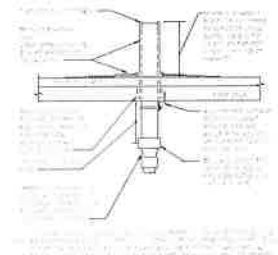
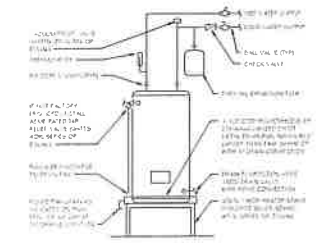
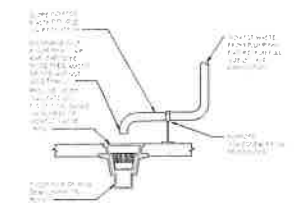
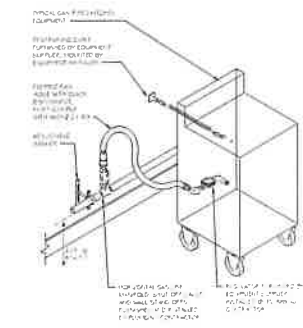


Table with 2 columns: Item, Description, Quantity, Unit, Price. Includes items like Bid Item, Bid Item, Bid Item.

Job Number: 20033
SPECIFICATIONS

P0.1





**STUDIO  
FOUR  
DESIGN**  
ARCHITECTURE & INTERIORS

4140 GARDEN LANE, SUITE 100, GREENSBORO, NC 27409  
PH: 336.733.8888 FAX: 336.733.8889  
www.studiofourdesign.com



Anderson County Senior  
Center  
96 Mainway Point Dr.  
Clinton, TN 37716



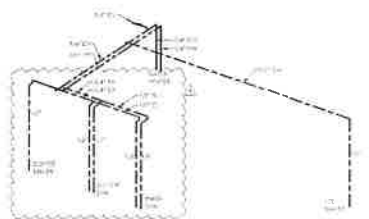
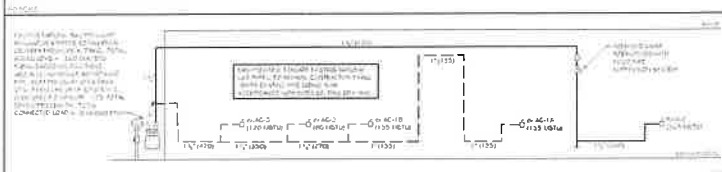
Project Phase: Construction Documents

Revision	Date
1	12/15/2008

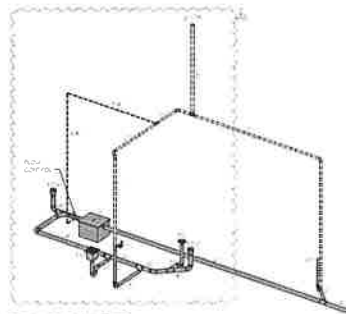
Job Number: 20033  
DETAILS

P0.3

**NATURAL GAS RISER DIAGRAM**



**WATER ISOMETRIC**



**WASTE/VENT ISOMETRIC**

**STUDIO  
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141223rd Ave. Nashville, TN 37208  
615-282-3880 Fax: 615-313-1889  
studiofour@studiofour.com



Anderson County Senior  
Center

96 Marston Park Dr.  
Clifton, TN 37716



PROJECT INFORMATION		
Project Name	Location	Owner
Anderson Senior Center		
Project No.	20033	
Client		
Architect	STUDIO FOUR DESIGN	
Engineer	SEAN D. LEE	
Checker		
Printer		
Job Number	20033	
RISER DIAGRAMS		

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**GENERAL NOTES**

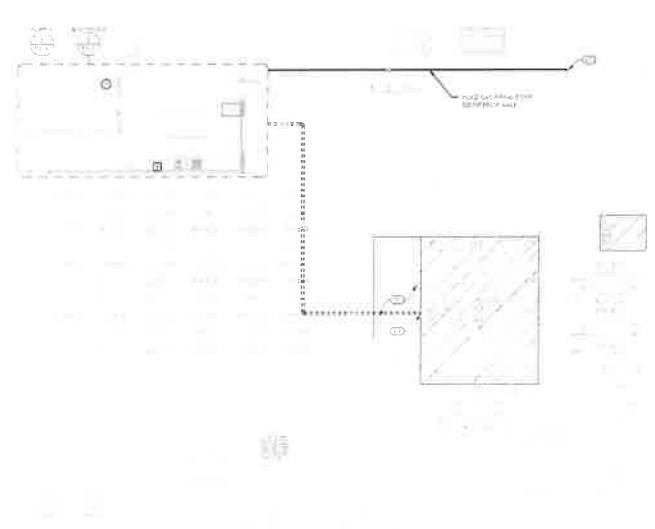
1. WHERE SPECIFIED, PROVIDE CONNECTION TO EXISTING SANITARY SEWER. IF THIS IS NOT SPECIFIED, THE CONTRACTOR IS RESPONSIBLE TO FIELD DETERMINE THE LOCATION, DEPTH AND SPECIFICATIONS OF EXISTING SANITARY SEWER. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING SANITARY SEWER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING SANITARY SEWER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING SANITARY SEWER PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL PROVIDE THE UNFINISHED FLOOR FINISH WITH THESE CONDITIONS AND THE FINISH SHALL BE AS SHOWN ON THE DRAWINGS. CONTRACTOR SHALL PROVIDE THE UNFINISHED FLOOR FINISH WITH THESE CONDITIONS AND THE FINISH SHALL BE AS SHOWN ON THE DRAWINGS.
3. PROVIDE TO ALL PARTS OF THE WORK. PROVIDE ALL FINISHES TO BE AS SHOWN ON THE DRAWINGS.

**KEYNOTES**

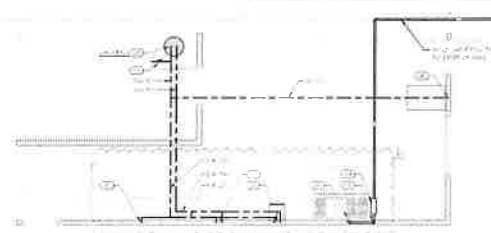
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES (IMC) AND THE NATIONAL PLUMBING CODE (NPC).
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES (IMC) AND THE NATIONAL PLUMBING CODE (NPC).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES (IMC) AND THE NATIONAL PLUMBING CODE (NPC).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES (IMC) AND THE NATIONAL PLUMBING CODE (NPC).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES (IMC) AND THE NATIONAL PLUMBING CODE (NPC).

**KEYNOTES**

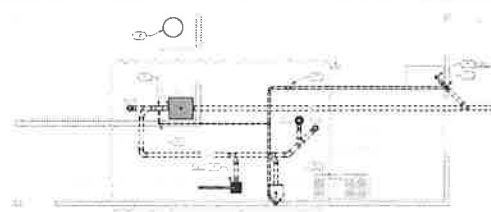
1. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
2. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
3. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
4. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
5. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
6. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
7. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
8. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
9. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
10. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.



OVERALL FLOOR PLAN - PLUMBING



ENLARGED FLOOR PLAN - SUPPLY



ENLARGED FLOOR PLAN - WASTE & VENT

**STUDIO FOUR DESIGN**  
ARCHITECTURE & INTERIORS

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Columbia, SC 29201  
803.733.1111  
studiofourdesign.com



**Anderson County Senior Center**  
96 Marston Point Dr.  
Columbia, TN 37716



Project Name: Construction Documents

Rev.	Description	Date
1	Issue 1	04.28.2024

Job Number: 20033  
FLOOR PLANS

P1.1

**SPECIFICATIONS**

**FLOORING**  
 1. FLOORING SHALL BE 1/2" X 1" X 1" POLISHED BLENDED QUARTZITE TILE SET IN A SAND BED.  
 2. ALL FLOORING SHALL BE LAYED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.  
 3. THE SUBFLOOR SHALL BE SUFFICIENTLY STRENGTHENED TO SUPPORT THE FLOORING.  
 4. ALL FLOORING SHALL BE SET IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

**CEILING**  
 1. CEILING SHALL BE SUSPENDED ACoustic TILE CEILING.  
 2. CEILING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.  
 3. THE SUBFLOOR SHALL BE SUFFICIENTLY STRENGTHENED TO SUPPORT THE CEILING.  
 4. ALL CEILING SHALL BE SET IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

**WALLS**  
 1. ALL WALLS SHALL BE CONSTRUCTED OF 8" X 8" CMU.  
 2. ALL WALLS SHALL BE SET IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.  
 3. THE SUBFLOOR SHALL BE SUFFICIENTLY STRENGTHENED TO SUPPORT THE WALLS.  
 4. ALL WALLS SHALL BE SET IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

**SPECIFICATIONS**

**CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION:**  
 1. DETAILED DRAWINGS OF THE WORK.  
 2. MATERIAL SCHEDULE.  
 3. SCHEDULE OF VALUES.  
 4. PROPOSED PROGRAM OF WORK.  
 5. PROPOSED QUALITY ASSURANCE PROGRAM.

**GENERAL NOTES:**  
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.

**WORKMANSHIP:**  
 1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.  
 2. ALL WORK SHALL BE SET IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.  
 3. THE SUBFLOOR SHALL BE SUFFICIENTLY STRENGTHENED TO SUPPORT THE WORK.  
 4. ALL WORK SHALL BE SET IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

**ABBREVIATIONS**

SYMBOL	DESCRIPTION	UNIT	QUANTITY
A	ASBESTOS	LB	500
B	BLOCK	CBY	20
C	CEILING	SQ YD	100
D	DOOR	EA	10
E	ELECTRICAL	EA	50
F	FLOORING	SQ YD	1000
G	GLASS	SQ FT	100
H	HANGING	EA	10
I	INSULATION	SQ YD	100
J	JOB	EA	1
K	KEY	EA	10
L	LABOR	HOUR	1000
M	MATERIAL	EA	100
N	NAIL	EA	1000
O	OTHER	EA	10
P	PAINT	SQ YD	100
Q	QUALITY ASSURANCE	EA	10
R	ROOFING	SQ YD	100
S	SCAFFOLDING	EA	10
T	TILING	SQ YD	100
U	UTILITIES	EA	10
V	VENTILATION	EA	10
W	WALLS	SQ YD	1000
X	WATER	SQ YD	100
Y	YARDWORK	SQ YD	100
Z	ZINC	LB	500

**LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	ASBESTOS
(Symbol)	BLOCK
(Symbol)	CEILING
(Symbol)	DOOR
(Symbol)	ELECTRICAL
(Symbol)	FLOORING
(Symbol)	GLASS
(Symbol)	HANGING
(Symbol)	INSULATION
(Symbol)	JOB
(Symbol)	KEY
(Symbol)	LABOR
(Symbol)	MATERIAL
(Symbol)	NAIL
(Symbol)	OTHER
(Symbol)	PAINT
(Symbol)	QUALITY ASSURANCE
(Symbol)	ROOFING
(Symbol)	SCAFFOLDING
(Symbol)	TILING
(Symbol)	UTILITIES
(Symbol)	VENTILATION
(Symbol)	WALLS
(Symbol)	WATER
(Symbol)	YARDWORK
(Symbol)	ZINC

**STUDIO FOUR DESIGN**



**Anderson County Senior Center**  
 96 Main Street Dr.  
 Clinton, TN 37036



**Project Name:** Anderson Senior Center  
**Job Number:** 20033  
**Revision:**  
 Description: General

**MO.1**



**VENTILATION SCHEDULE (PER ASHRAE 62.1)**

Zone	Existing RTU Ventilation	Supply Air	Return Air	Supply Air	Return Air	Supply Air	Return Air	Supply Air	Return Air
Zone 1	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM
Zone 2	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM
Zone 3	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM	1,000 CFM

**DIFFUSER, GRILLE AND REGISTER SCHEDULE**

Room	Area	Volume	Supply	Return	Supply	Return	Supply	Return
Room 101	100	1000	100	100	100	100	100	100
Room 102	100	1000	100	100	100	100	100	100
Room 103	100	1000	100	100	100	100	100	100

**STUDIO FOUR DESIGN**  
ARCHITECTURE & INTERIORS

1142 South Main, Henderson, TN 37056  
615.261.1111  
studiofourdesign.com



**Anderson County Senior Center**  
86 Main Street  
Clinton, TN 37716



Project Name	Contractor

Job Number: 20033  
SCHEDULES

**M0.3**

Drawn by: [Name] / Checked by: [Name] / Date: [Date] / Project: [Project Name] / Location: [Location]





Anderson County Senior Center  
96 Mainway Plaza Dr.  
Clinton, TN 37716



Project Name: Anderson County Senior Center  
Location: CLINTON, TN, 37716

DATE	DESCRIPTION
08/12/2011	ISSUE FOR PERMIT
08/12/2011	ISSUE FOR PERMIT
08/12/2011	ISSUE FOR PERMIT
08/12/2011	ISSUE FOR PERMIT
08/12/2011	ISSUE FOR PERMIT
08/12/2011	ISSUE FOR PERMIT
08/12/2011	ISSUE FOR PERMIT
08/12/2011	ISSUE FOR PERMIT
08/12/2011	ISSUE FOR PERMIT
08/12/2011	ISSUE FOR PERMIT

Job Number: 200933

HOOD PACKAGE SELECTION

**M0.4**

**CAPTIVE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	Range Hood	1	EA	1000.00	1000.00
2	Range Hood	1	EA	1000.00	1000.00
3	Range Hood	1	EA	1000.00	1000.00
4	Range Hood	1	EA	1000.00	1000.00
5	Range Hood	1	EA	1000.00	1000.00
6	Range Hood	1	EA	1000.00	1000.00
7	Range Hood	1	EA	1000.00	1000.00
8	Range Hood	1	EA	1000.00	1000.00
9	Range Hood	1	EA	1000.00	1000.00
10	Range Hood	1	EA	1000.00	1000.00

**SECTION VIEW - MODEL SHAND-2-IND-F**

**HOOD MUST HAVE 16" CLEARANCE FROM COMBUSTIBLES, ALL SIDES. INSULATION MUST BE ADDED IF WITHIN 16"**

**ASSEMBLY DRAWING**

**TEMPERATURE RANGES**

**TEMPERATURE RANGES**

**TEMPERATURE RANGES**

**TEMPERATURE RANGES**

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Anderson County Senior  
Center

96 Warner Post Dr.  
Clinton, TN 37716



Project Name: Anderson Senior Center

Project No: 200318

Revision:

NO. Description Date

DATE: 11/11/16

DRAWN BY: [Signature]

CHECKED BY: [Signature]

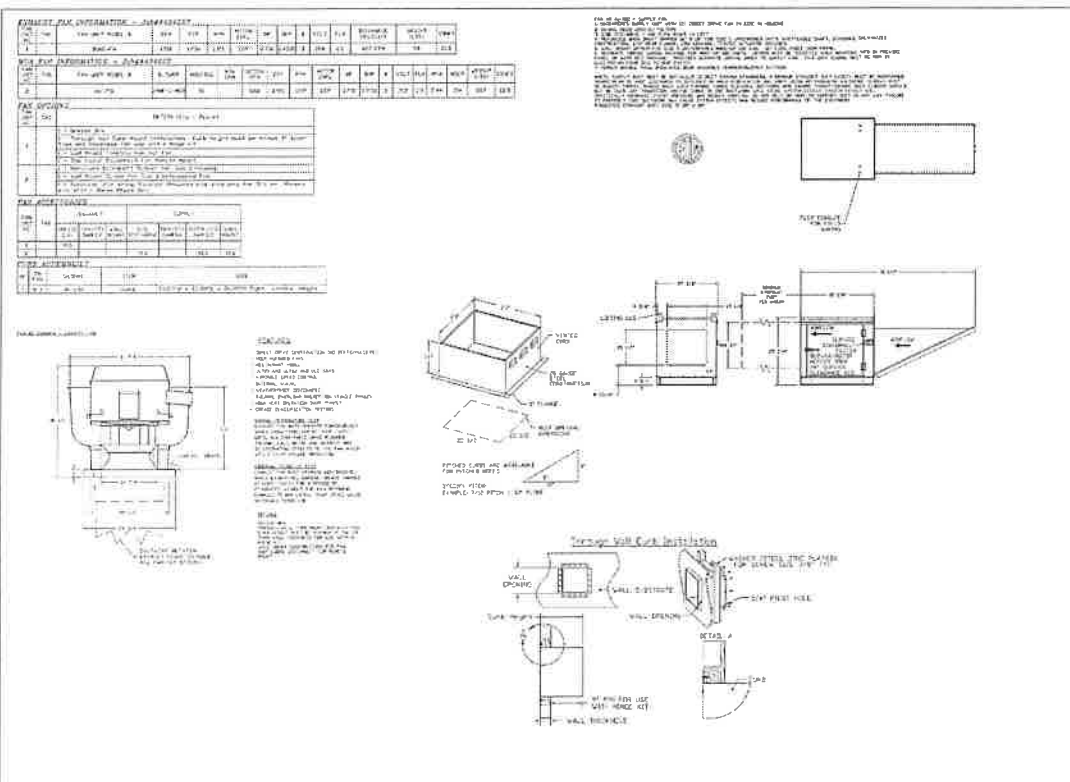
DATE: 11/11/16

PROJECT: HOOD PACKAGE SELECTION

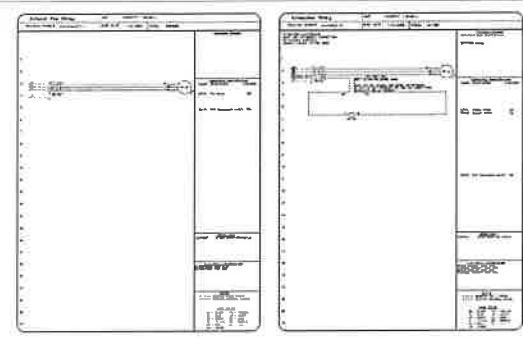
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**CAPTIVE LIFE**  
ARCHITECTURE & INTERIORS

Anderson County Senior Center  
Clinton, TN, 37716



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**CAPTIVE**  
ARCHITECTURE & INTERIORS

Anderson County Senior Center  
CLINTON, TN, 37716

DATE: 07/20/03  
DRAWN BY: J. L. LAY  
CHECKED BY: J. L. LAY  
SCALE: 3/4" = 1'-0"

SHEET DRAWING

SHEET NO. 9

**STUDIO FOUR DESIGN INC.**  
ARCHITECTURE & INTERIORS

1123 Oak Ave. Knoxville, TN 37918  
906 Spadey Hill Street  
studiofourdesign.com



Anderson County Senior Center  
96 Main Street  
Clinton, TN 37716



Project Name: Anderson County Senior Center

Date Issued	By

Job Number: 20033  
HOOD PACKAGE SELECTION  
**M0.6**



Anderson County Senior  
Center  
96 Mainway Plaza Dr.  
Clinton, TN 37716



Project Name, Location & County

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

Revision

No. Date

Date

Date

Date

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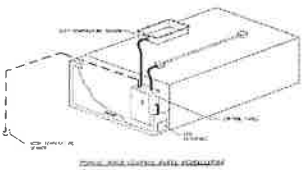
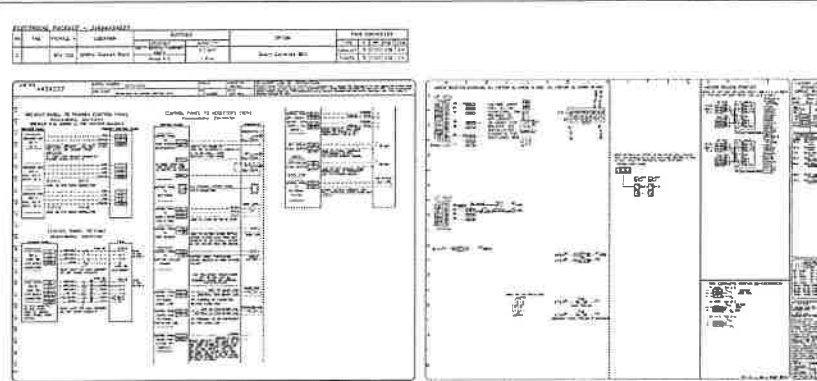
Date

Date

**CAPTIVE**

Anderson County Senior Center, Clinton, TN, 37716

DATE: 11/11/11  
DWG: 447477  
SCALE: AS SHOWN  
SHEET NUMBER  
SHEET NO.



**Equipment Schedule - Information**

No.	SYMBOL	DESCRIPTION	MODEL	UNIT	TYPE	MANUFACTURER
1	100	10000000	10000000	10000000	10000000	10000000

**Equipment Schedule - Description**

The equipment schedule lists all equipment to be installed in the building. It includes the equipment number, symbol, description, model, unit, type, and manufacturer. The equipment is listed in the order in which it is to be installed.

**Equipment Schedule - Notes**

1. Equipment shall be installed in accordance with the manufacturer's instructions. 2. Equipment shall be installed in a clean, dry, and well-ventilated area. 3. Equipment shall be installed in a location accessible for maintenance and repair. 4. Equipment shall be installed in a location protected from physical damage. 5. Equipment shall be installed in a location protected from weather. 6. Equipment shall be installed in a location protected from fire. 7. Equipment shall be installed in a location protected from theft. 8. Equipment shall be installed in a location protected from vandalism. 9. Equipment shall be installed in a location protected from graffiti. 10. Equipment shall be installed in a location protected from other forms of abuse.

**Equipment Schedule - Schedule**

The equipment schedule includes the following items:

- 1. Air Conditioning System
- 2. Heating System
- 3. Ventilation System
- 4. Filtration System
- 5. Control System
- 6. Distribution System
- 7. Exhaust System
- 8. Return Air System
- 9. Fresh Air System
- 10. Make-up Air System

CAPTIVE HOOD PACKAGE SELECTION  
 Anderson County Senior Center  
 96 Main Street, Clinton, TN 37716  
 615-221-8888  
 www.andersoncountytn.gov

**Initial Design Verification (IDV)**

If ordered, CAS Service will perform a System Design Verification (SDV) once all equipment has had a complete start up per the Operation and Maintenance Manual. Typically, the SDV will be performed after all inspections are complete.

The final verified adjustments that are discussed during the SDV will be brought to the attention of the general contractor and corresponding trades on site. These issues will be documented and forwarded to the applicable sales office. If CAS Service has to service a discrepancy that is a field issue, the general contractor will be notified and billed for the work. Issues a return trip be required due to any field-related discrepancy that cannot be resolved during the SDV. There will be additional field charges.

During the SDV, CAS Service will address any deficiencies that is the fault of the manufacturer. Should a return trip be required, the general contractor and appropriate sales office will be notified. There will be no additional charges for manufacturer discrepancies.

  
 Anderson County Senior Center  
 96 Main Street, Clinton, TN 37716  
 615-221-8888  
 www.andersoncountytn.gov

**STUDIO FOUR DESIGN INC**  
 ARCHITECTURE & INTERIORS

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 615-259-8887 Fax: 615-259-8879  
 studiofourdesign.com



**Anderson County Senior Center**  
 96 Main Street Dr.  
 Clinton, TN 37716



Project Name	Anderson County Senior Center
Revision	Y 01/20
Revision	
Rev. Description	Date

Sub-Name: HOOD PACKAGE SELECTION  
 201111  
**M0.8**

Model created by: [Name]  
 Assembly created by: [Name]  
 File path: [Path]

Model created by: [Name]  
 Assembly created by: [Name]  
 File path: [Path]

FLOOR PLAN - NEW WORK

**GENERAL NOTES**

1. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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**KEYNOTES**

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 ARCHITECTURE & INTERIORS

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 615.259.4141 | info@studiofour.com  
 www.studiofour.com



**PROFICIENT**  
 ARCHITECTURE & INTERIORS  
 4300 14th Ave S  
 Nashville, TN 37203

Anderson County Senior Center  
 88 Mainway Point Dr.  
 Clinton, TN 37716



Project Name, Location, Discipline	
Project Name	Anderson County Senior Center
Location	88 Mainway Point Dr., Clinton, TN 37716
Discipline	Architecture & Interiors
Project No.	20033
Revision	M1.1
Author	[Name]
Checker	[Name]
Approver	[Name]
Date	08/26/2024

Job Number: 20033  
 FLOOR PLAN - NEW WORK

**M1.1**

Document Title: [Blank]
Project: [Blank]
Author: [Blank]

SPECIFICATIONS

1.00 MANUFACTURER SHALL SUBMIT TO THE ARCHITECT AND THE OWNER FOR REVIEW AND APPROVAL ALL MANUFACTURING AND MATERIAL SPECIFICATIONS FOR THE PROJECT.

1.01 THE MANUFACTURER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

1.02 THE MANUFACTURER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

1.03 THE MANUFACTURER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

1.04 THE MANUFACTURER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

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1.10 THE MANUFACTURER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

SPECIFICATIONS

2.00 MANUFACTURER SHALL SUBMIT TO THE ARCHITECT AND THE OWNER FOR REVIEW AND APPROVAL ALL MANUFACTURING AND MATERIAL SPECIFICATIONS FOR THE PROJECT.

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SPECIFICATIONS

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STUDIO FOUR DESIGN INC. ARCHITECTURE & INTERIORS

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p 615.533.0291 f 615.533.0292
studio@studiofour.com



Anderson County Senior Center
160 Market Place Dr.
Chattanooga, TN 37416



Project: [Blank]
Date: [Blank]
Revisions table with 2 columns: No., Description.

DATE PLOTTED: 2/20/23
SPECIFICATIONS

E0.1







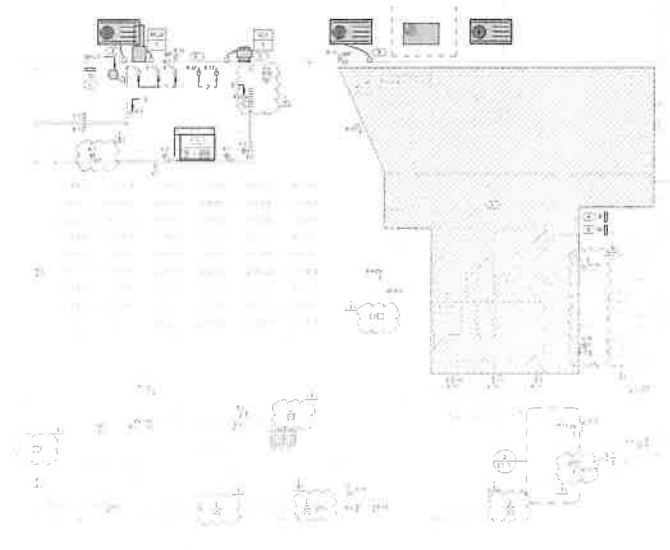
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**KEYNOTES**

1. MATCHED AREA NOT IN SCOPE
2. PANEL IS TYPING TO MAIN PANEL HEIGHT TO BE ADJUSTED SO THAT THE CENTER OF THE HIGHEST BRANCH SHALL BE LOCATED 6'-7" ABOVE FINISH FLOOR. PANEL LOCATION AND HEIGHT SHALL COMPLY WITH NEC 740.24 AND IS TO BE COORDINATED AND CONFIRMED WITH THE ARCHITECT AND OTHER UTILITIES, AND CONSULT AS NECESSARY.
3. TESTING REQUIREMENTS SHALL BE AS PER MANUFACTURER'S INSTRUCTIONS AND SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL ELECTRICAL INSPECTION DEPARTMENT.
4. COORDINATE ALL WOOD REQUIREMENTS WITH MANUFACTURE AND MECHANICAL DOCUMENTS PRIOR TO INSTALLATION.

**GENERAL NOTES**

1. ALL RECEPTACLES SHALL BE GROUNDED AS REQUIRED BY ARTICLE 250.146.
2. FOR ALL WORK AND EQUIPMENT SEE EQUIPMENT SCHEDULE ON THIS SHEET FOR ELECTRICAL CONNECTION INFORMATION ON EACH OF THE GENERAL INFORMATION. ELECTRICAL CONNECTION LOCATION TO BE COORDINATED WITH THE ARCHITECT PRIOR TO INSTALLATION. REFER TO ARCHITECTURAL DOCUMENTS FOR VERTICAL HEIGHT AND CONNECTIONS. COORDINATE EXACT ELECTRICAL REQUIREMENTS WITH EACH EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.
3. ALL SINGLE-PHASE RECEPTACLES RATED 150V TO GROUND OR LESS, 30A OR LESS AND THREE-PHASE RECEPTACLES RATED 150V TO GROUND OR LESS, 100A OR LESS IN KITCHENS AND FOOD PREP AREAS SHALL BE GFCI RECEPTACLES. GFCI RECEPTACLES SHALL BE INSTALLED IN ALL RECEPTACLE AREAS UNLESS OTHERWISE NOTED. RECEPTACLES ARE TO BE INSTALLED IN ALL RECEPTACLE AREAS UNLESS OTHERWISE NOTED. GFCI BRANCHES OR GFCI RECEPTACLES UPSTREAM ON THE SAME CIRCUIT. COUNTER EQUIPMENT AND EQUIPMENT ON CASTERS OR STAMPS THAT CAN BE MOVED EASILY ARE DEEMED TO PROVIDE EASY ACCESS.



ENLARGED RECEPTION DESK POWER PLAN - ADD-ALTERNATE 1

FLOOR PLAN - POWER

**STUDIO FOUR DESIGN INC.**  
ARCHITECTURE & INTERIORS

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p 615-528-0881 f 615-528-1083  
studiofourdesign.com



**Anderson County Senior Center**  
86 Market Point Dr.  
Clinton, TN 37716



Revision	
1	Issue Date: 01/18/2016
2	Revised
3	By: [Signature]
4	Date: 06/28/2016
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Job Number: 20033  
FLOOR PLAN - POWER

E1.1

1. All work shall be in accordance with the approved plans and specifications. 2. The contractor shall be responsible for obtaining all necessary permits. 3. The contractor shall be responsible for coordinating with all other trades. 4. The contractor shall be responsible for protecting all existing work. 5. The contractor shall be responsible for maintaining access to all areas. 6. The contractor shall be responsible for cleaning up after the work. 7. The contractor shall be responsible for the safety of all workers. 8. The contractor shall be responsible for the quality of all work. 9. The contractor shall be responsible for the completion of all work. 10. The contractor shall be responsible for the final inspection.

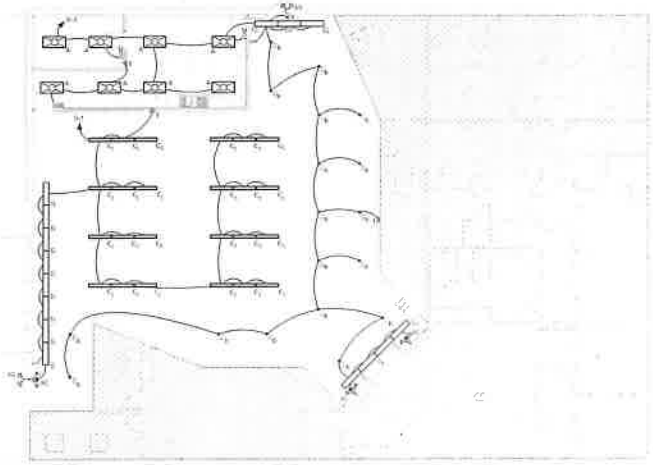
**KEYNOTES**

□ HATCHED AREA NOT IN SCOPE

**GENERAL NOTES**

A. REFER TO ARCHITECTURAL REFLECTING CEILING PLAN FOR EXACT LOCATIONS OF ALL CEILING-MOUNTED DEVICES

B. PROVIDE UNDERCUT-401 (IEC OF CIRCUIT) TO SWING LUMINAIRES 1-6-14C AND 1-6-15C



FLOOR PLAN - LIGHTING

**STUDIO FOUR DESIGN INC**  
ARCHITECTURE & INTERIORS

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studiofourdesign.com



**PROFICIENT**  
SERVICES  
ARCHITECTURE & INTERIORS  
1100 N. W. 10th St.  
Fort Lauderdale, FL 33304

Anderson County Senior Center  
96 Mainway Point Dr.  
Clinton, TN 37716



Project Phase: Construction Documents

Issue Date: 01/08/15

Revision:

No. Description Date

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2

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E2.1