

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
<http://andersontn.org/purchasing>

Bid No.: 2032

Date Issued: May 29, 2020

**Bids will be received until
2:30 p.m. Eastern Time on June 18, 2020**

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. Hubbard, Interim Director of Finance

BID DESCRIPTION

Bid for Anderson County High School Fire Alarm Project. A mandatory pre-bid meeting will be held June 8th at 2:00pm.

Questions are to be emailed to purchasing@andersontn.org.

PROJECT MANUAL FOR:

A RENOVATION:

ANDERSON COUNTY HIGH SCHOOL FIRE ALARM SYSTEM

130 MAVERICK CIRCLE
CLINTON, TN

ANDERSON COUNTY SCHOOL BOARD
101 SOUTH MAIN STREET
SUITE 500
CLINTON TN, 37716

ANDERSON COUNTY BID NUMBER: 2032
COMM. NO. 190042.07
May 22, 2020

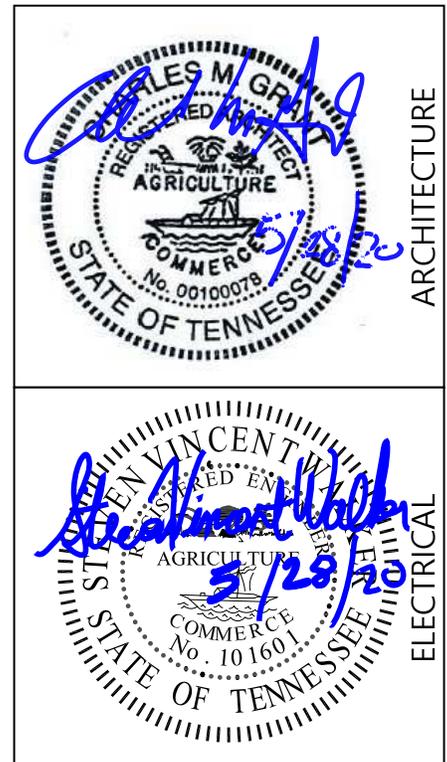
PROFESSIONALS OF RECORD:
CHARLES M. GRANT, AIA – ARCHITECT
Phone No. 865-584-0999
STEVE WALKER, PE – ELECTRICAL ENGINEER
Phone No. 865-584-0999

MBI Companies Inc.

299 N WEISGARBER RD, KNOXVILLE, TN 37919
865-584-0999 / Fax 865-584-5213
www.mbicompanies.com
mbi@mbicompanies.com

SET NO. _____

KNOXVILLE, TENNESSEE



A RENOVATION FOR:
 ANDERSON COUNTY HIGH SCHOOL FIRE ALARM SYSTEM
 130 MAVERICK CIRCLE
 CLINTON, TN

TABLE OF CONTENTS	PAGE
-------------------	------

BIDDING REQUIREMENTS

00 01 15	List of Contract Drawings	00 01 15.1-2
00 11 16	Invitation to Bid	00 11 16.1-2
	General Terms and Conditions	5 pages
	Instructions to Bidders (AIA Document A701-1997 Ed.)	8 pages
00 21 13	Supplementary Instructions to Bidders	00 21 13.1-4
00 41 13	Bid Form	00 41 13.1-2
00 41 14	Bid Envelope	00 41 14.1-1
	Non-Collusion Affidavit of Prime Bidder	1 page
	Diversity Business Information	2 pages
	Insurance Requirement Acknowledgement	1 page
	Background Check Compliance Form	1 page
	Drug-Free Workplace Affidavit	1page
00 48 61	Specification Compliance Form	00 48 61.1-1
00 62 00	Electronic Files Release Form	00 62 00.1-2
00 62 12	Contractor's Request for Information	00 62 12.1-1
00 62 14	Subcontractor's and Major Material Suppliers List	00 62 14.1-1
00 63 25	Substitution Request	00 63 25.1-1

GENERAL CONDITIONS

	General Conditions of the Contract for Construction (AIA Document A201-2007 Ed.)	45 pages
00 73 00	Supplementary Conditions	00 73 00.1-8

CONTRACT SPECIFICATIONS

DIVISION 1 GENERAL REQUIREMENTS

01 10 00	Summary of the Work	01 10 00.1-4
01 16 00	Regulatory Requirements	01 16 00.1-2
01 25 00	Substitution Procedures	01 25 00.1-3
01 31 00	Project Management and Coordination	01 31 00.1-1
01 32 50	Weather Delays	01 32 50.1-2
01 33 00	Submittals	01 33 00.1-12
01 33 20	Submittal Cover Sheet	01 33 20.1-1
01 35 00	Special Project Procedures	01 35 00.1-2

01 40 00	Quality Control	01 40 00.1-2
01 50 00	Construction Facilities and Temporary Controls	01 50 00.1-3
01 60 00	Product Requirements	01 60 00.1-1
01 73 29	Cutting and Patching	01 73 29.1-4
01 77 00	Contract Closeout	01 77 00.1-2
01 77 10	Cleaning	01 77 10.1-2
01 77 23	Final Cleaning	01 77 23.1-2

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

28 46 21	Addressable Fire Alarm System	28 46 21.1-14
----------	-------------------------------	---------------

DIVISION 31 EARTHWORK

31 20 00	Earthwork	31 20 00.1-7
----------	-----------	--------------

DIVISION 32 EXTERIOR IMPROVEMENTS

32 92 00	Seeding	32 92 00.1-4
----------	---------	--------------

SECTION 00 01 15 - LIST OF CONTRACT DRAWINGS

The following drawings, identified as "A Renovation for Anderson County High School Fire Alarm System, 130 Maverick Circle, Clinton, TN", comprise the list of Contract Drawings:

CVR Cover Sheet

Electrical Engineering

E001	Electrical Legend and General Notes
E301	Floor Plans – Fire Alarm
E302	Floor Plans – Fire Alarm
E303	Floor Plans – Fire Alarm
E304	Floor Plans – Fire Alarm
E305	1A and 1B Second Floor Plan – Fire Alarm
E306	Floor Plans – Fire Alarm
E501	Fire Alarm Details

End of Section

INVITATION TO BID - General Contract

Sealed bids for the construction of "A Renovation for Anderson County High School Fire Alarm System, 130 Maverick Circle, Clinton, TN" will be received at the office of:

Purchasing Department
Anderson County Courthouse
100 North Main Street, Room 214
Clinton, TN 37716

until Thursday June 18th, 2020 @ 2:30 p.m., at which time and place they will be publicly opened and read.

Drawings and Specifications and other Contract Documents may be examined at the following locations:

The office of the Architect – MBI Companies Inc.; 299 Weisgarber Road, Knoxville, TN 37919
Knoxville Builders Exchange, ph: 866-941-BXTN (2986)
McGraw-Hill Construction Dodge, ph: 877-784-9556
BidClerk (a ConstructConnect company), ph: 877-737-6482

Copies of the Contract Documents may be obtained for bidding purposes by general contractors at the office of the Architect, upon a deposit of a check for \$25 Dollars (\$25.00) made payable to MBI Companies Inc. for one (1) CD with PDFs of drawings and specifications. Payment is not refundable. Subcontractors, vendors, and others who desire individual drawings and specification sections may obtain them from Knox Blue, Knoxville, Tennessee, 546-7601, by paying the costs of reproduction, which is not refundable. Addenda will be issued only to those parties obtaining documents directly from the Architect. Bidders not obtaining documents directly from the Office of the Architect do so at their own risk and will be held to the requirements of the documents and addenda as issued by that office.

Each bid must be accompanied by a Bid Security in the form of a Cashiers Check or a Bidders Bond, executed by the bidder and a surety company in the sum of not less than five percent (5%) of the total amount of the bid including all additive alternates, as a guarantee that, if the bid is accepted, the required contract will be executed and the required performance and payment bonds furnished. Bid Bond shall be executed on AIA Document A310. Said bond will be returned to the unsuccessful bidders as soon as the contract has been awarded and the successful bidder has executed the contract and furnished the necessary bonds and the contract has been executed by the Owner. Such bond shall be from a surety Company authorized to transact business in the State of Tennessee and Company shall be registered in Federal Register, Department of the Treasury, Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. Attorneys in Fact who sign any bonds must file with each instrument a certified and effective dated copy of their power of attorney.

The successful bidder will be required to execute a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum and a payment bond covering and including labor and materials in an amount equal to one hundred percent (100%) of the Contract Sum. Performance and Labor and Material Payment Bond shall be on AIA Form A311.

All bidders must be licensed contractors as required by the contractors Licensing Act of 1976, enacted by the General Assembly of the State of Tennessee on March 18, 1976 and as amended to date as codified by Tennessee Code Annotated (TCA) Sections §62-6-119. Bidder's name, license number, date of expiration of license, license limit, and that part of license classification applying to the bid must be placed on the envelope containing the bid, otherwise the bid cannot be opened or considered. As applicable by Tennessee Annotated Code and/or TDEC regulations, the names of the Mechanical, Plumbing, Electrical, Masonry, Roofing and/or Geothermal Subcontractors, License numbers, date of expiration of their licenses, license limit, and license classification must also be on the bid envelopes otherwise the bid cannot be opened or considered. General Contractors performing Mechanical, Plumbing, Electrical,

Masonry, Roofing and/or Geothermal work must designate this information on the outside of the envelope.

Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within or on the list created pursuant to TCA §12-12-106.

No bidder will be permitted to withdraw his bid within sixty (60) days after the date of opening of bids. The Owner reserves the right to reject any or all bids and to waive any informalities therein.

A Prebid Conference will be held at the project site on Monday June 8th @ 2:00 p.m. Attendance at this Prebid Conference is mandatory for Prime Bidders. Representatives of the Owner, the Architect, and Architect's Engineering Consultants will be present to describe and explain the scope of the work to be bid and to answer questions. Representative of all Subcontractors bidding are invited and urged to attend.

Upon award of the construction contract to the successful bidder, construction shall commence on a date to be specified in the "Notice to Proceed" to the Contractor and shall be completed on or before the completion date specified in the Contract Documents as time is of the essence in the performance of the contract for construction.

Upon receipt of Notice to Proceed, the Contractor will prosecute the work regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified on the Bid Form.

The Owner reserves the right to waive any information in or to reject any or all bids and to accept the bid deemed favorable to the interest of the Owner.

End of Section



AIA[®] Document A701[™] – 2018

Instructions to Bidders

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

Anderson County High School Fire Alarm System
130 Maverick Circle
Clinton, TN

THE OWNER:
(Name, legal status, address, and other information)

Anderson County School Board
101 South Main Street
Suite 500
Clinton, TN 37716

THE ARCHITECT:
(Name, legal status, address, and other information)

MBI Companies Inc.
299 N. Weisgarber Road
Knoxville, TN 37919

TABLE OF ARTICLES

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

ADDITIONS AND DELETIONS:

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

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

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

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

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

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

- .5 Drawings

Number	Title	Date
CVR	Cover Sheet	5/22/20
E001	Electrical Legend and General Notes	3/12/20
E301	Floor Plans – Fire Alarm	3/12/20
E302	Floor Plans – Fire Alarm	3/12/20
E303	Floor Plans – Fire Alarm	3/12/20
E304	Floor Plans – Fire Alarm	3/12/20
E305	1A and 1B Second Floor Plan – Fire Alarm	3/12/20
E306	Floor Plans – Fire Alarm	3/12/20
E501	Fire Alarm Details	3/12/20

.6 Specifications

Section	Title	Pages	Date
00 01 15	List of Contract Drawings	1-2	5/11/20
00 11 16	Invitation to Bid	2	5/11/20
	General Terms and Conditions	5	5/11/20
	Instructions to Bidders	8	5/11/20
00 21 13	Supplementary Instructions to Bidders	4	5/11/20
00 41 13	Bid Form	2	5/11/20
00 41 14	Bid Envelope	1	5/11/20
	Non-Collusion Affidavit of Prime Bidder	1	5/11/20
	Diversity Business Information	2	5/11/20
	Insurance Requirement Acknowledgement	1	5/11/20
	Background Check Compliance Form	1	5/11/20
	Drug-Free Workplace Affidavit	1	5/11/20
00 48 61	Specification Compliance Form	1	5/11/20
00 62 00	Electronic Files Release Form	2	5/11/20
00 62 12	Contractor's Request for Information	1	5/11/20
00 62 14	Subcontractor's and Major Material Suppliers List	1	5/11/20
00 63 25	Substitution Request	1	5/11/20
	General Conditions of the Contract for Construction	45	5/11/20
00 73 00	Supplementary Conditions	8	5/11/20
01 10 00	Summary of the Work	4	5/11/20
01 16 00	Regulatory Requirements	2	5/11/20
01 25 00	Substitution Procedures	3	5/11/20
01 31 00	Project Management and Coordination	1	5/11/20
01 32 50	Weather Delays	2	5/11/20
01 33 00	Submittals	12	5/11/20
01 33 20	Submittal Cover Sheet	1	5/11/20
01 35 00	Special Project Procedures	2	5/11/20
01 40 00	Quality Control	2	5/11/20
01 50 00	Construction Facilities and Temporary Controls	3	5/11/20
01 60 00	Product Requirements	1	5/11/20
01 73 29	Cutting and Patching	4	5/11/20
01 77 00	Contract Closeout	2	5/11/20
01 77 10	Cleaning	2	5/11/20
01 77 23	Final Cleaning	2	5/11/20
28 46 21	Addressable Fire Alarm System	14	5/11/20
31 20 00	Earthwork	7	5/11/20
32 92 00	Seeding	4	5/11/20

.7 Addenda:

Number	Date	Pages
--------	------	-------

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

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

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

Additions and Deletions Report for AIA® Document A701™ – 2018

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 16:06:47 ET on 05/28/2020.

PAGE 1

Anderson County High School Fire Alarm System
130 Maverick Circle
Clinton, TN

...

Anderson County School Board
101 South Main Street
Suite 500
Clinton, TN 37716

...

MBI Companies Inc.
299 N. Weisgarber Road
Knoxville, TN 37919

PAGE 8

<u>CVR</u>	<u>Cover Sheet</u>	<u>5/22/20</u>
<u>E001</u>	<u>Electrical Legend and General Notes</u>	<u>3/12/20</u>
<u>E301</u>	<u>Floor Plans – Fire Alarm</u>	<u>3/12/20</u>
<u>E302</u>	<u>Floor Plans – Fire Alarm</u>	<u>3/12/20</u>
<u>E303</u>	<u>Floor Plans – Fire Alarm</u>	<u>3/12/20</u>
<u>E304</u>	<u>Floor Plans – Fire Alarm</u>	<u>3/12/20</u>
<u>E305</u>	<u>1A and 1B Second Floor Plan – Fire Alarm</u>	<u>3/12/20</u>
<u>E306</u>	<u>Floor Plans – Fire Alarm</u>	<u>3/12/20</u>
<u>E501</u>	<u>Fire Alarm Details</u>	<u>3/12/20</u>

...

<u>Section</u>	<u>Title</u>	<u>DatePage</u>	<u>PagesDate</u>
		<u>S</u>	
<u>00 01 15</u>	<u>List of Contract Drawings</u>	<u>1-2</u>	<u>5/11/20</u>
<u>00 11 16</u>	<u>Invitation to Bid</u>	<u>2</u>	<u>5/11/20</u>
	<u>General Terms and Conditions</u>	<u>5</u>	<u>5/11/20</u>
	<u>Instructions to Bidders</u>	<u>8</u>	<u>5/11/20</u>
<u>00 21 13</u>	<u>Supplementary Instructions to Bidders</u>	<u>4</u>	<u>5/11/20</u>
<u>00 41 13</u>	<u>Bid Form</u>	<u>2</u>	<u>5/11/20</u>
<u>00 41 14</u>	<u>Bid Envelope</u>	<u>1</u>	<u>5/11/20</u>
	<u>Non-Collusion Affidavit of Prime Bidder</u>	<u>1</u>	<u>5/11/20</u>
	<u>Diversity Business Information</u>	<u>2</u>	<u>5/11/20</u>
	<u>Insurance Requirement Acknowledgement</u>	<u>1</u>	<u>5/11/20</u>

	<u>Background Check Compliance Form</u>	<u>1</u>	<u>5/11/20</u>
	<u>Drug-Free Workplace Affidavit</u>	<u>1</u>	<u>5/11/20</u>
<u>00 48 61</u>	<u>Specification Compliance Form</u>	<u>1</u>	<u>5/11/20</u>
<u>00 62 00</u>	<u>Electronic Files Release Form</u>	<u>2</u>	<u>5/11/20</u>
<u>00 62 12</u>	<u>Contractor's Request for Information</u>	<u>1</u>	<u>5/11/20</u>
<u>00 62 14</u>	<u>Subcontractor's and Major Material Suppliers List</u>	<u>1</u>	<u>5/11/20</u>
<u>00 63 25</u>	<u>Substitution Request</u>	<u>1</u>	<u>5/11/20</u>
	<u>General Conditions of the Contract for Construction</u>	<u>45</u>	<u>5/11/20</u>
<u>00 73 00</u>	<u>Supplementary Conditions</u>	<u>8</u>	<u>5/11/20</u>
<u>01 10 00</u>	<u>Summary of the Work</u>	<u>4</u>	<u>5/11/20</u>
<u>01 16 00</u>	<u>Regulatory Requirements</u>	<u>2</u>	<u>5/11/20</u>
<u>01 25 00</u>	<u>Substitution Procedures</u>	<u>3</u>	<u>5/11/20</u>
<u>01 31 00</u>	<u>Project Management and Coordination</u>	<u>1</u>	<u>5/11/20</u>
<u>01 32 50</u>	<u>Weather Delays</u>	<u>2</u>	<u>5/11/20</u>
<u>01 33 00</u>	<u>Submittals</u>	<u>12</u>	<u>5/11/20</u>
<u>01 33 20</u>	<u>Submittal Cover Sheet</u>	<u>1</u>	<u>5/11/20</u>
<u>01 35 00</u>	<u>Special Project Procedures</u>	<u>2</u>	<u>5/11/20</u>
<u>01 40 00</u>	<u>Quality Control</u>	<u>2</u>	<u>5/11/20</u>
<u>01 50 00</u>	<u>Construction Facilities and Temporary Controls</u>	<u>3</u>	<u>5/11/20</u>
<u>01 60 00</u>	<u>Product Requirements</u>	<u>1</u>	<u>5/11/20</u>
<u>01 73 29</u>	<u>Cutting and Patching</u>	<u>4</u>	<u>5/11/20</u>
<u>01 77 00</u>	<u>Contract Closeout</u>	<u>2</u>	<u>5/11/20</u>
<u>01 77 10</u>	<u>Cleaning</u>	<u>2</u>	<u>5/11/20</u>
<u>01 77 23</u>	<u>Final Cleaning</u>	<u>2</u>	<u>5/11/20</u>
<u>28 46 21</u>	<u>Addressable Fire Alarm System</u>	<u>14</u>	<u>5/11/20</u>
<u>31 20 00</u>	<u>Earthwork</u>	<u>7</u>	<u>5/11/20</u>
<u>32 92 00</u>	<u>Seeding</u>	<u>4</u>	<u>5/11/20</u>

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, 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 16:06:47 ET on 05/28/2020 under Order No. 7871123326 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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

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

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

SECTION 1 - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.41 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART I GENERAL:

1.01 GENERAL:

- A. The following amendments modify, change, delete from or add to the Instructions to Bidders (AIA Document A701, 1997 Edition). Where any part of the Instructions to Bidders is modified or voided by these amendments, the unaltered provisions of that part shall remain in effect.

1.02 BID SECURITY:

Bid security shall be in the form of a bid bond secured by a Surety Company or a Cashiers Check, and shall be in the amount of not less than five percent (5%) of the amount of the bid.

1.03 SUBMISSION OF BIDS:

In addition to the information listed in Subparagraph 4.3.1, the sealed envelope containing the bid shall be plainly marked on the outside with the bidding contractor's license number, date of expiration of the license, license limitation, and that part of license classification applying to the bid. If this information is not marked on the outside of the envelope, the Architect and the Owner are prohibited from opening and considering the bid by the requirements of The contractor's Licensing Act of 1976 enacted by the General Assembly of the State of Tennessee, as amended by Chapter 9 and Chapter 406 of the Public Acts of 1977. The names of the Mechanical and Electrical Subcontractors, License numbers and date of expiration of their licenses must be on the bid envelopes.

Notes: Bidders' attention is called to the provisions of the Contractor's Licensing Act that particular subcontractors (Electrical, Mechanical, HVAC, Masonry, Roofing, Geothermal, etc.) must have a contractor's license if the aggregate amount of their subcontract is equal to or exceeds monetary limits enumerated in that Act for each subcontractor's trade.

1.04 CONTRACT FOR CONSTRUCTION:

The Contract for Construction of the Project will be executed on AIA Document A101, 2007 version.

1.05 PERFORMANCE AND LABOR AND MATERIALS PAYMENT BOND:

The successful bidder will be required to furnish a Performance Bond and a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the contract sum. Bonds shall be executed on AIA Document A311.

1.06 DEFINITIONS:

- A All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A-201 - 2007 Edition, are applicable to these Instructions to Bidders.
- B Bidding documents include the Invitation to Bid, Instructions to Bidders, the Bid Forms, Agreement between Owner and Contractor and the proposed Contract Documents including any Addenda issued prior to receipt of Bids.
- C Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions,

deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

- D All correspondence concerning the bid process shall be addressed to Anderson County, Attn: Katherine Ajmeri, Deputy Purchasing Agent, 865-457-6218, Purchasing@AndersonTN.org.
- E A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- F The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in any Alternate Bids.
- G A Bidder is a person or entity who submits a Bid.
- H A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

1.07 EXAMINATION OF DOCUMENTS AND SITE:

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

1.08 BIDDING PROCEDURES:

- A. All Bids shall be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders. The Owner will furnish Bidders with Bid Forms which will provide for the following Bid Items:
 - 1. A single contract price for the Work as detailed and described in these Instructions.
 - 2. Acknowledgment of Addenda.
 - 3. Number of calendar days to complete project.
 - 4. Subcontractors required to be listed by state law (See 1.03 above).
- B. A Bid is invalid if it has not been received at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or prior to any extension thereof issued to the Bidders.
- C. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his Bid or any part thereof for forty-five (45) after the time designated for the receipt of Bids in the Invitation to Bid.
- D. Prior to the receipt of Bids, Addenda will be mailed or delivered to each person or firm recorded by the Architect and Engineer as having received the Bidding Documents. Addenda issued after receipt of Bids will be mailed or delivered only to the selected Bidder.

- E. Bids shall not contain any recapitulation of the Work (except as noted on the Bid Form) to be done and no oral or telephone proposals or modifications will be considered.
- F. The Bidder shall make no additional stipulations on the Bid Form or limit or qualify his Bid in any other manner. Bids so qualified will be subject to disqualification.
- G. Only written instructions will be binding. The Architect or Engineer will not be responsible for any oral, telegraphic or telephonic instructions.
- H. The names of all Subcontractors and material suppliers proposed to be employed shall be submitted for approval by the Owner before they are employed, and all such Subcontractors and material suppliers must be known to perform work of a high standard in their respective trades. If the Owner has reasonable objection to any such proposed person or entity, and notifies the Bidder in writing of such objection, the Bidder shall provide an acceptable substitute person or entity in accordance with Article 5.2 of the General Conditions.
- I. The Bidder shall submit with the bid form executed documents "Non-Collusion Affidavit", "Diversity Business Information", Insurance Requirement Acknowledgement", "Background Check Compliance Form", "Drug-Free Workplace Affidavit", and Specification Compliance Form".

1.09 DISCREPANCIES AND AMBIGUITIES:

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

1.10 SUBSTITUTIONS:

- A. Each Bidder represents that his Bid is based upon the materials and equipment described in the Bidding Documents.
- B. Where products or systems are specified by naming only one manufacturer and no provisions for substitutions are listed, no substitutions are allowed. Where substitution provisions are listed, they will only be considered if approved by Addenda prior to Bidding.

1.11 QUALIFICATION OF BIDDERS:

- A. If required, a Bidder shall submit to the Owner a properly executed Contractor's Qualification Statement, AIA Document A-305 and/or properly documented experience record.
- B. Bidders may be disqualified and their Bids not considered for any of the following specific reasons:
 - 1. Reason for believing collusion exists among Bidders.
 - 2. The Bidder being interested in any litigation against the Owner.
 - 3. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - 4. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.

5. Uncompleted work which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.
- C. If required, a Bidder shall submit to the Owner a confidential Financial Statement in a sealed envelope.

End of Section

Bid Form - General Contract

TO: Clay McKamey
Anderson County School Board
101 South Main Street
Suite 500
Clinton, TN 37716

DATED: _____, 2020
ANDERSON COUNTY BID # 2032

Having carefully examined the Invitation and Instructions to Bidders, the General Conditions of the Contract and Specifications entitled "A Renovation for: Anderson County High School Fire Alarm System, 130 Maverick Circle, Clinton, TN" and the Drawings similarly entitled, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all materials and labor called for by them for the work in accordance with said documents for the sum of:

_____ Dollars (\$_____).

hereinafter referred to as the Base Bid.

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

The Bidder proposes to complete the work within _____ consecutive calendar days from the Notice to Proceed. The Bidder, by submitting this Bid, agrees to furnish labor, materials, equipment, etc., necessary to complete the work by the above stated dates. The above stated dates for completion of this project are of utmost importance to the Owner.

The Undersigned hereby acknowledges receipt of all Contract Documents including all pages of the Specifications, all sheets of the Drawings, and the following Addenda:

Addendum No. ____	Date: _____	Addendum No. ____	Date: _____
Addendum No. ____	Date: _____	Addendum No. ____	Date: _____
Addendum No. ____	Date: _____	Addendum No. ____	Date: _____

Sincerely,

Bidder (If by a Corporation, this Bid must have the Signature Required by its By-Laws)

Title

Firm Name

State of Incorporation

State License No.

Official Address

End of Bid Form

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.

To:	Anderson County School Board 101 South Main Street Suite 500 Clinton, Tennessee 37716	PROJECT:	Anderson County High School Fire Alarm System 130 Maverick Circle Clinton, TN
DATE:		TIME:	
LOCATION:			

NAME OF BIDDER:		BIDDER'S LICENSE CLASSIFICATION:	
LICENSE NO.:	<i>(If bidder is licensed in more than one classification that applies to work being bid, include the license number, classification & expiration date of all classifications)</i>	EXPIRATION DATE:	
		MONETARY LIMITS:	

PART II: IF THE BID INVOLVES: (1) ELECTRICAL WORK, (2) PLUMBING WORK, (3) HEATING, VENTILATION OR AIR CONDITIONING WORK, (4) MASONRY WORK, (5) ROOFING WORK OR (6) GEOTHERMAL WORK, THE BIDDER MUST COMPLETE PART II. IF NOT, ENTER "NONE" IN THE SPACE FORM ITEM (A) BELOW.

Electrical	Plumbing	HVAC	Masonry	Roofing	Geothermal
A. Name of Sub holding electrical license:	A. Name of Sub holding plumbing license:	A. Name of Sub holding HVAC license:	A. Name of Sub holding Masonry license:	A. Name of Sub holding Roofing license:	A. Name of Sub holding Geothermal license:
B. License No. of Contractor holding electrical license:	B. License No. of Contractor holding plumbing license:	B. License No. of Contractor holding HVAC license:	B. License No. of Contractor holding Masonry license:	B. License No. of Contractor holding Roofing license:	B. TDEC Lic.No. of Contractor holding Geothermal license:
C. License classification and limits:	C. License classification and limits:	C. License classification and limits:	C. License classification and limits:	C. License classification and limits:	C. TDEC License classification and limits:
D. Expiration date of electrical license:	D. Expiration date of plumbing license:	D. Expiration date of HVAC license:	D. Expiration date of Masonry license:	D. Expiration date of Roofing license:	D. Expiration date of Geothermal license:

Attachment 2

Non-Collusion Affidavit

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

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

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

I STATE THAT:

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

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

Representative's Signature

Title

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

Notary Public

My commission expires: _____



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.

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

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

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

Bidders Statement and Certification

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

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

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

BID NUMBER _____

CONTRACT NUMBER _____

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

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

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

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

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

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

Signature _____

Title _____

Printed Name: _____

Date _____

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY
Notes _____

Attachment 7

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____, 20_____.

SPECIFICATION COMPLIANCE FORM

TO: Anderson County School Board, 101 South Main Street, Suite 500, Clinton TN 37716
PROJECT: A Renovation For: Anderson County High School Fire Alarm System, 130 Maverick Circle, Clinton TN

Having carefully and thoroughly examined the Project Manual, including all Specifications, and all Drawings for the above referenced project, the Undersigned proposes to perform all Work contained therein in strict compliance with ALL included requirements.

The undersigned certifies that the following statements are correct and acknowledges each by initially the space adjacent to each:

- _____ I understand that manufacturers and products provided on the Drawings and in the Project Manual ARE NOT specified as such to only provide a standard of quality but are, in fact, specified as such to also indicate the exact manufacturer and/or product intended by the Owner, Architect and/or Engineer for use in the construction of the above referenced project.
- _____ I will not at any time use or install products that have not been approved in compliance with Division 1 requirements.
- _____ I understand that I, nor any of those in my employ, have the authority to determine whether or not a product is "equal" to the specified product or basis of design.
- _____ The proposed Base Bid includes all specified manufacturers, products and materials or manufacturers, products and materials which were approved in compliance with Division 1 requirements prior to submission of Bid proposal.
- _____ I understand that my bid may be rejected if I did not bid all aspects of the project as specified.

Having certified the above to best of my knowledge, I further certify, by signature below, that failure(s) to comply with the specified products, procedures and/or requirements and the subsequent correction thereof, by course determined by the Architect or Engineer, shall not be grounds for additional compensation of time or monies whether or not such failures were intentional.

Signature & Date _____
Print Name _____
Title _____
Contractor Company Name _____
Contractor's License No. _____
Date of Expiration _____
License Classification _____
Address _____

Electronic Release Form

At your request, MBI Compaines Inc. (MBI) will provide electronic files for your convenience and use in the preparation of documents related to _____, subject to the following terms and conditions:

Electronic File(s) Transfer Fees are based on the following:

- Adobe PDF format:** \$60.00 for the first drawing/file and \$30.00 for each additional drawing/file will be required. This fee is payable in advance and by credit card only.
- Autodesk DWF format:** \$60.00 for the first drawing/file and \$30.00 for each additional drawing/file will be required. This fee is payable in advance and by credit card only.
- Autodesk 2010 AutoCAD DWG format:** \$80.00 per drawing/file. This fee is payable in advance and by credit card only.
- Autodesk 2010 Revit RVT format (if available):** \$1500.00 Architectural model/file \$1000.00 Structural model/file \$1000.00 Mechanical model/file \$1000 Plumbing model/file \$1000.00 Electrical model/file \$1000.00 Fire protection model \$4000.00 all model sets. This fee is payable in advance and by credit card only.
Large requests will be evaluated for the effort required to bundle and transfer the information and will be assessed on a case by case basis.

MBI makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced software.

Data contained on these electronic files is part of MBI's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of documents pertaining to the referenced project. Any use by you or others, will be your sole risk and without liability or legal exposure to MBI. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Owner, MBI, its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless MBI from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.

These electronic files are not Contract Documents. Significant differences may exist between these electronic files and corresponding hard copy Contract Documents due to addenda, change orders or other revisions. MBI makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed Contract Documents prepared by MBI and Electronic Files, signed Contract Documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the Contract Documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other Contractors for the project.

The fees listed above are for costs to un-archive, gather and transmit files only, and under no circumstances shall delivery of the electronic files for use by you be deemed a sale of the file(s) by MBI and MBI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall MBI be liable for any loss of profit or any consequential damages. All files shall be treated as confidential and are not to be disclosed to or shared with others without MBI's written consent. Usage by any parties of the data contained in the electronic files released shall constitute agreement to these terms.

Any requests for updated electronic files shall incur additional charges.

Please return this completed form by facsimile at the following number (865) 584-5213. Once the fees have been paid, the file(s) will be transferred to the indicated e-mail address and a receipt will be returned by mail.

Transfer Fee Amount: _____

Email Address: _____

Phone Number: _____

Method of Payment: ___ VISA ___ MasterCard ___ AMEX

Credit Card Number: _____

Expiration Date _____ Visa Code (Last 3 digits on back of card) or AMEX (4 digits on front of card) _____



Electronic Release Form

Name & Address of Cardholder: _____

Cardholder Signature & Date: _____

Contractor's Request for Information (RFI)

Project Name:	Contract No.:	Date:	RFI No.:
Contractor's Name:	To:		
Subject:			

References

Area(s):
Specification Section(s):
Drawing No.:
Other References:
Problem / Information Requested: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Information Requested by:

Reply needed by:

Contractor's Interpretation and Proposed Resolution: <hr/> <hr/> <hr/> <hr/> <hr/>

Architect's / Engineer's Evaluation and Response <hr/> <hr/> <hr/>			
Disposition:	Clarification Only	Sketch or Drawing	Other
Approval:	Project Manager	Owner	Contractor



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project: _____

To (A/E): _____

From (Contractor): _____
Date: _____
A/E Project Number: _____
Contract For: _____

List Subcontractors and Major Material Suppliers proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section Number	Section Title	Firm	Address	Phone Number (Fax Number)	Contact
----------------	---------------	------	---------	---------------------------	---------

Attachments

Signed by: _____ Date: _____

Copies: Owner Consultants _____ _____ _____ _____ _____ _____ File

SUBSTITUTION REQUEST

TO: _____

PROJECT: "A Renovation for: Anderson County High School Fire Alarm System, 130 Maverick Circle, Clinton TN"

SPECIFIED ITEM:

Section	Page	Paragraph	Description
---------	------	-----------	-------------

The undersigned request consideration of the following:

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following statements, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by: _____ For use by the A/E: _____

Signature: _____

Firm: _____ Approved _____ Approved as noted _____

Address: _____ Not Approved _____ Received too late _____

By: _____

Date: _____ Date: _____

Telephone: _____ Remarks: _____

Attachments



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Anderson County High School Fire Alarm System
130 Maverick Circle
Clinton, TN

THE OWNER:

(Name, legal status and address)

Anderson County School Board
101 South Main Street
Suite 500
Clinton, TN 37716

THE ARCHITECT:

(Name, legal status and address)

MBI Companies Inc.
299 N. Weisgarber Road
Knoxville, TN 37919

TABLE OF ARTICLES

- 1 **GENERAL PROVISIONS**
- 2 **OWNER**
- 3 **CONTRACTOR**
- 4 **ARCHITECT**
- 5 **SUBCONTRACTORS**
- 6 **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 **CHANGES IN THE WORK**
- 8 **TIME**
- 9 **PAYMENTS AND COMPLETION**
- 10 **PROTECTION OF PERSONS AND PROPERTY**
- 11 **INSURANCE AND BONDS**
- 12 **UNCOVERING AND CORRECTION OF WORK**
- 13 **MISCELLANEOUS PROVISIONS**

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

/

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

/

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

/

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time

3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:58:38 ET on 05/27/2020 under Order No.7871123326 which expires on 01/10/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1333020994)

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

Init.

/

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

/

Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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 or proposal 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its 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 2.3.4, 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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 make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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.

Init.

§ 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 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers for labor, materials or equipment;

Init.

- .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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier to whom the 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 Contractor shall reflect such payment on its next Application 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 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' 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 shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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 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. 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 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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

Init.

/

- .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, a Subcontractor, or a Sub-subcontractor; 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 2.5.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 under 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 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for **AIA® Document A201® – 2017**

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 15:58:38 ET on 05/27/2020.

PAGE 1

Anderson County High School Fire Alarm System
130 Maverick Circle
Clinton, TN

...

Anderson County School Board
101 South Main Street
Suite 500
Clinton, TN 37716

...

MBI Companies Inc.
299 N. Weisgarber Road
Knoxville, TN 37919

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, 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 15:58:38 ET on 05/27/2020 under Order No. 7871123326 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™ – 2017, 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.

(Signed)

(Title)

(Dated)

SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

PART I GENERAL:

1.01 The following amendments modify, change, delete from or add to the General Conditions of the Contract for Construction (AIA Document A201, 2007 Edition), hereinafter referred to as the General Conditions. Where any part of the General Conditions is modified or voided by these amendments the unaltered provisions of that part shall remain in effect.

1.02 INTENT OF CONTRACT DOCUMENTS:

A. Add the following Subparagraphs 1.2.4 and 1.2.5 at the end of Paragraph 1.2, Execution, Correlation, and Intent:

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

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

1.03 DOCUMENTS FURNISHED TO THE CONTRACTOR:

A. Revise Subparagraph 2.2.5 to read as follows: Copies of the Drawings and Specifications will be available to the General Contractor at the cost of reproduction subject to the provisions of Paragraph 1.5, Ownership and use of Drawings, Specifications, and other Instruments of Service. All Drawings and Specifications furnished to the Contractor shall be subject to the provisions of Paragraph 1.5, Ownership and use of Drawings, Specifications, and other Instruments of Service.

B. Add Subparagraph 2.2.6 at the end of Paragraph 2.2, Information and Services Required of the Owner:

2.2.6 Electronic data files produced by the Architect containing information about the project are instruments of service and shall be subject to the provisions of Paragraph 1.5, Ownership and use of Drawings, Specifications, and other Instruments of Service. Electronic data files are not Contract Documents and differences may exist between these electronic files and the hard copy documents issued as Contract Documents. These files may be made available to the Contractor for convenience in preparing documents relating to the project upon execution of an electronic files release and payment of transfer fees as stated in the electronic files release.

1.04 REVIEW OF CONTRACT DOCUMENTS:

A. Add the following Subparagraph 3.2.5 at the end of Paragraph 3.2, Review of Contract Documents and Field Conditions by Contractor:

3.2.5 Should discrepancies or conflicts in the requirements of the Drawings and Specifications be discovered after the work has started, the Contractor shall report such discrepancies or conflicts to the Architect immediately and no work affected thereby shall be started, or if started, shall be stopped immediately until the Contractor and the Architect agree upon clarification of the discrepancy or conflict.

1.05 PERMITS, FEES AND NOTICES:

- A. Add the following Subparagraph 3.7.6 at the end of Paragraph 3.7, Permits, Fees, Notices, and Compliance with Laws:

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

1.06 SUBMITTALS:

- A. Add the following Subparagraphs 3.12.11 and 3.12.12 at the end of Paragraph 3.12, Shop Drawings, Product Data and Samples:

3.12.11 Additional provisions pertaining to shop drawings and samples are included in Division 1, General Requirements.

3.12.12 Submittals that have not been marked as reviewed, signed and dated by the Contractor may be returned by the Architect without action.

1.07 SUBCONTRACTURAL RELATIONS:

- A. Add the following Subparagraphs 5.3.1 and 5.3.2 to Paragraph 5.3, Subcontractural Relations:

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

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

1.08 CHANGES IN THE WORK:

- A. Add the following Subparagraph 7.4.1 to Paragraph 7.4, Minor Changes in the Work:

7.4.1 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontractors. **Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.**

- B. Change Sub-subparagraph .5 of Subparagraph 7.3.7 to the following:

.5 Overhead and profit of which the maximum amount of allowable given in this Subparagraph shall be considered to include, but is not limited to, job-site staff and office expense, incidental job burdens, small tools, bonds, insurance and home office overhead allocation. The percentages for overhead and profit shall not exceed the following:

To Contractor on work performed by other than its own forces - 5% profit;

To first-tier Subcontractor on work performed by its Sub-subcontractors - 5% profit; and

To Contractor and/or Subcontractors for that portion of the work performed with their respective forces - 10% overhead and 5% profit.

1.09 APPLICATIONS FOR PAYMENT:

- A. Add the following Clauses 9.3.4 and 9.3.5, in Paragraph 9.3, Applications for Payment:

9.3.4 Until the work is fifty percent (50%) complete, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments, provided, however, that the retainage amount may not exceed five percent (5%) of the amount of such Contract. At the time the work is fifty percent (50%) complete and thereafter, in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety for each Application, authorize any remaining partial payments to be paid in full.

9.3.5 The Contractor is to use the 1992 Edition of AIA Document G702, Application and Certificate for Payment. **Beginning with the second Application for Payment, the Contractor shall verify that he has paid all subcontractors and major material suppliers those respective amounts representing all work and materials which have formed the basis of previous progress payments.** The application shall be submitted in three notarized copies.

1.10 PROGRESS PAYMENTS:

- A. Revise Subparagraph 9.6.1, to read as follows:

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

- 1.11 Add Subparagraph 9.6.8 at the end of Subparagraph 9.6, Progress Payments.

9.6.8 Upon commencement of the work, an escrow account as provided by Tennessee Code Annotated, Section 4-15-102; Section 66-11-144 and Title 66, Chapter 34, shall be established in a financial institution chosen by the Contractor and approved by the Owner. The escrow agreement shall provide that the financial institution will act as escrow agent, will pay interest on funds deposited in such account in accordance with provisions of the escrow agreement and will disburse funds from the account upon the direction of the Owner as set forth below. Compensation to the escrow agent for establishing and maintaining the escrow account shall be paid from interest accrued to the escrow account.

1.12 FINAL PAYMENT:

- A. In Subparagraph 9.10.2, item (5), delete the words "if required by the Owner"; and replace the words "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" with the following: "Contract Close Out Submittals as enumerated in Section 01 33 00 Submittals and as reviewed and approved by the Architect.

1.13 COSTS FOR DELAYS IN COMPLETION:

- A. Add the following Subparagraph 9.10.6 at the end of Paragraph 9.10, Final Completion and Final Payment:

9.10.6 If after Substantial Completion of the work and issuance of the Punch List, Final Completion of the Work is delayed beyond the time allotted for completion of the Punch List through no fault of the Owner or the Architect, the Contractor shall be liable for such ongoing costs as the Architect shall incur on the Project. Such costs shall be computed and billed to the Contractor at the Architect's standard hourly rates in effect at the time the work is executed.

Payment shall be required within thirty (30) days of invoice. Interest shall accrue at one percent (1%) per month on past due amounts. Contractor shall be liable for all legal fees if legal action is required for collection of unpaid amounts.

1.14 CONTRACTOR'S LIABILITY INSURANCE:

- A. In Subparagraph 11.1.1 in the second line, following the phrase "in which the Project is located", insert the following clause: ",and to which the Owner has no reasonable objections,".

1.15 LIMITS OF CONTRACTOR'S LIABILITY INSURANCE:

Add the following Clause 11.1.2.1 to Subparagraph 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

A. Workmen's Compensation:

- | | | |
|----|-----------------------|---|
| 1. | State: | Statutory |
| 2. | Employer's Liability: | \$100,000.00 Each Accident
\$500,000.00 Disease - Policy Limit
\$100,000.00 Disease - Each Employee |

B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Products/Completed Operations; Contractual; Personal injury):

- | | | |
|----|--|--------------------------|
| 1. | Bodily Injury & Property Damage, combined single limit: | |
| | Each Occurrence: | \$1,000,000.00 |
| | Annual Aggregate: | \$1,000,000.00 |
| 2. | Products/Completed Operations to be maintained for One Year after Final Payment. | |
| | | \$5,000,000.00 Aggregate |
| 3. | Property Damage Liability Insurance shall provide X, C, and U Coverage, and Coverage for any Special Hazards such as Blasting. | |

C. Comprehensive Automobile Liability (including Owned, Hired and Non-Owned):

- | | | |
|----|---|-----------|
| 1. | Bodily Injury/Property Damage Combined: | \$500,000 |
|----|---|-----------|

D. Umbrella Liability: \$2,000,000

1.16 OWNER'S LIABILITY INSURANCE:

- A. Replace Paragraph 11.2. with the following:

11.2. The Contractor shall take out and furnish to the Owner and maintain during the life of this Contract complete Owner's Protective Liability Insurance in amounts as specified in the limits of Contractor's Liability Insurance for Bodily Injury and Property Damage. This policy shall be made out in the name of the Owner and the Architect.

1.17 PROPERTY INSURANCE (BUILDER'S RISK)

- A. In Subparagraph 11.3.1, in the phrase: "Unless otherwise provided, the Owner", change the word "Owner" to "Contractor".

B. Delete Subparagraph 11.3.1.2.

1.18 PROPERTY INSURANCE DEDUCTIBLES:

A. Revise Subparagraph 11.3.1.3 to read as follows:

11.3.1.3 If by the terms of this insurance any mandatory deductibles are required, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1.19 PERFORMANCE BOND AND PAYMENT BOND

A. Change Subparagraph 11.4.1 to read as follows:

11.4.1 The Contractor shall execute a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the Contract Sum and a payment bond covering and including labor and materials in an amount equal to one hundred percent (100%) of the Contract Sum. Bond shall be executed on AIA Document A311 and A312. Such bond shall be from a surety Company authorized to transact business in the State of Tennessee and Company shall be registered in Federal Register, Department of the Treasury, Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. Attorneys in Fact who sign any bonds must file with each instrument a certified and effective dated copy of their power of attorney.

1.20 INSPECTIONS AND CORRESPONDENCE:

A. Add the following Subparagraph 13.5.7 to the end of Paragraph 13.5, Tests and Inspections:

13.5.7 Inspections and or correspondence by the Architect required due to failure by the Contractor to obtain inspections and approval from the Public Authorities having jurisdiction are beyond the scope of Construction Contract Administration for the Architect. As additional services, the Contractor will be billed a minimum fee of Five Hundred Dollars (\$500.00) per occurrence plus the Architect's time at the Architect's standard hourly rate for the personnel required to perform these functions.

1.20 INTEREST:

A. Revise Paragraph 13.6 to read as follows:

"Payments due and unpaid for thirty (30) days under the Contract Documents shall bear interest from the date thirty (30) days after payment is due at the rate of 1/2% (0.5 percent) per month.

1.21 ARBITRATION:

A. Delete Paragraph 15.4 Arbitration, entirely and delete all references to arbitration elsewhere in the General Conditions.

1.22 TIME:

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

1.23 SUBSTITUTIONS:

A. All requests shall be submitted to the Architect in writing with a fully executed substitution request form and shall clearly define and describe materials, methods or equipment for which approval is requested.

B. Prior to Execution of a Contract for Construction:

1. If any Contractors desire to substitute any firms, materials, brands, methods, etc., other than specified, he may have the privilege at any time prior to ten days before bidding, of submitting these matters to the Architect for approval.
2. Requests shall be submitted by the General Contractor. Direct requests by manufacturer or material suppliers will not be considered.
3. If such submissions are approved by the Architect or if the Architect shall decide to enlarge the scope of the Specifications, such approvals or additional information will be made by Addendum to the Contractor.

C. After Execution of a Contract for Construction:

1. Substitutions after execution of a Contract for Construction will, generally, not be considered, except under unusual circumstances, such as strikes, lockouts, bankruptcy, discontinuing of a product, etc.
2. Requests for substitutions shall be made in writing to the Architect within ten (10) days of the date that the Contractor ascertains that he cannot obtain the material or equipment specified.
3. Requests shall be accompanied by complete description of the material or apparatus to be submitted. On request from the Architect, samples of any of all such items shall be submitted and/or set up as directed for inspection and consideration. The amount of credit or extra cost to the Owner on account of the substitution shall be a part of this request.
 - a. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - i. Statement indicating why specified material or product cannot be provided.
 - ii. The amount of credit or extra cost to the Owner on account of the substitution
 - iii. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - iv. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - v. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - vi. Samples, where applicable or requested.
 - vii. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - viii. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.

- ix. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
- x. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- xi. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

D. "Or Approved Equal" or "Or Approved Substitution"

- 1. Where the phrase "or approved equal" or "approved substitution" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Architect unless the item has been specifically approved for this work by the Architect
 - a. Color choices will be one of the determining factors for approval.
- 2. The decision of the Architect will be final.

1.01 STANDARDS:

- A Any material or other work specified by reference to the number, symbol, or title of a specific standard, such as American National Standards Institute (ANSI) Standard, a Federal Specification, a trade association standard, or other similar standard, shall conform to the requirements in the latest revision thereof or any amendment or supplement thereto in effect on the date of the drawings and specifications, except as limited to type, class or grade, or as modified in such reference.
- B The standards referred to, except as modified in the specification, shall have full force and effect as though recited for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to may be obtained.
- C Where material or work is specified by reference to conform to standards such as listed in Paragraph A above, or to Codes, Laws, and Regulations, but specific provisions of the Contract Drawings or Contract Specifications exceed the requirements of such references, the Contract Drawings and Specifications shall govern.

1.02 MANUFACTURER'S DIRECTIONS:

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

1.03 GUARANTEE:

- A All work under this Contract shall be guaranteed for a period of one (1) year after execution of Certificate of Substantial Completion against defects caused by the use of inferior materials or workmanship. Guarantee period of incomplete items at time of execution of Certificate of Substantial Completion shall commence on date of installation into building. Repair and/or

replace all such defective materials or equipment and any work damaged thereby or make any other adjustment necessary without additional cost to the Owner.

1.04 LAYING OUT WORK:

A The Contractor shall, immediately upon entering the projects for the purpose of beginning work, locate all general reference points and be responsible for all lines, elevations, and measurements.

PART II PRODUCTS:

NOT USED

PART III EXECUTION:

NOT USED

End of Section

SECTION 01 10 00 - SUMMARY OF THE WORK

PART I GENERAL

1.01 WORK INCLUDED:

- A. Furnish all labor, materials and equipment, and perform all work to construct, as specified herein and as shown on the accompanying drawings entitled "A Renovation for Anderson County High School Fire Alarm System, 130 Maverick Circle, Clinton, TN." The building shall be constructed complete and ready for occupancy except for the items specifically excluded in "Work Not Included".
- B. The work shall include; selective demolition, site preparation; electrical work; and site improvements as shown and specified.
- C. Patch any existing work damaged by construction.

1.02 WORK NOT INCLUDED:

- A. The following items of work will be provided by the Owner or by others under separate contracts:
 - 1. Movable furniture unless specifically shown on the drawings and specifications.
 - 2. Security System Equipment
 - 3. Telephone System Equipment.
 - 4. Computer System Equipment.
 - 5. Point of Sale Equipment.
 - 6. Any other items noted on the drawings as "N.I.C." or "Not In Contract".
- B. The following work in connection with the items listed in paragraph 1.02A preceding shall be part of the General Contract work:
 - 1. Verification of correct location of electrical receptacles, telephone outlets, water and waste connections and similar outlets to suit equipment arrangement.
 - 2. Provision of telephone outlet boxes and conduit turned out above ceiling for use by owner's telephone contractor.

1.03 OCCUPANCY OF THE BUILDING DURING CONSTRUCTION:

- A. The Contractor shall schedule and organize his work in such a manner and use such methods that will interfere as little as possible with other work in progress on the site and with the operation of adjacent buildings.
- B. The Building will be occupied during the course of construction. The Contractor shall schedule his work in a manner to minimize disruption of use of existing facilities by his construction activities

1.04 CONTRACTOR'S USE OF PREMISES:

- A. Before construction is started the Contractor shall confer with the Architect and the Owner and arrange for available trucking and storage space for the delivery of materials, storage space for materials and equipment, and parking space for his workmen.
- B. Construction operations and storage of materials and equipment shall be restricted to areas of the site mutually agreed upon and in such a manner as not to block access of fire fighting equipment to the building and facilities.
- C. Construction vehicular traffic and the operation of construction equipment such as cranes, bulldozers, and other similar equipment shall be carefully supervised and controlled to avoid damage to existing structures and facilities which are to remain in place.

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 CONTROL POINTS AND LAYOUT:

- A. The initial lines, grades, and dimensions necessary for the location and control of the work under the Contract are shown on the Contract Drawings.
- B. The Contractor shall provide for himself all additional and supplementary lines and grades as may be necessary to layout the work and insure proper control of the work until completed. It shall be the Contractor's responsibility to satisfy himself as to the accuracy of all measurements before construction.

1.07 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. The Contractor shall be afforded access to the occupied portion of the building to perform this work during regular working hours.

1.08 ENVIRONMENTAL HAZARDOUS PRODUCTS, MATERIALS, WASTE:

- A. Do not incorporate in the Work hazardous materials or products as currently defined in the Resource Conservation and Recovery Act of 1976 (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), or Environmental Protection Agency (EPA) regulations, rules, or requirements, as amended, unless the Contract Documents give no other option than to provide a material or product which contains a hazardous material, component, constituent, waste, or leachate. In studying the Contract Documents and carrying out the Work, report at once to the Designer the discovery of a product or material which contains hazardous materials, components, constituents, waste, or leachate.
- B. Do not incorporate in the Work a product or material which contains concentrations of a constituent, component, or material above the threshold levels which would require adherence to hazardous waste disposal regulations as currently defined, or could cause a release or threat of release of a hazardous substance at a level that would require a remedial response or removal action as currently defined by RCRA, CERCLA, or the EPA.
- C. Select materials and products meeting specified requirements which comply with EPA requirements as regards hazardous materials content. In making requests for substitutions, determine that materials and products proposed for substitution comply with RCRA, CERCLA, and EPA requirements.

1.09 BUILDING PRODUCTS USE:

- A. It is the responsibility of the Contractor to inform himself concerning the application of the products he 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 will transmit such knowledge to the Architect, and ask for written instructions before proceeding with the work.

1.10 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 him.

1.11 SEPARATE CONTRACTS:

- A. The Owner may award separate contracts in connection with the project. The work in any such separate contracts may proceed simultaneously with the execution of this Contract. The Contractor shall coordinate operations with any separate contractors. The Contractor will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep himself informed of the progress and the detailed work of separate contractors and shall notify the Architect immediately of the lack of progress or defective workmanship that will interfere with his own operations. Failure of the Contractor to keep informed of the work progressing on the site and failure to give notice of lack

of progress or defective workmanship by separate contractors shall be construed as acceptance of him of the state of the work as being satisfactory for proper coordination with his own work.

- B. The separate contractors will provide competent foremen or supervisors for the installation of their equipment and they are to confer with the Contractor and his subs and other separate contractors where required in regard to connections and installations.

1.12 DISCRETIONARY FUND:

- A. The General Contractor shall include in the base bid an amount equal to **three percent (3%)** of the Base Bid amount which shall constitute a discretionary fund. This fund shall be used at the discretion of the Architect and the Owner. Upon completion of the work, the Contractor shall credit his final request for payment in the amount of all or any unused portion of this fund.

PART II PRODUCTS

NOT USED

PART III EXECUTION

NOT USED

End of Section

SECTION 01 16 00 - REGULATORY REQUIREMENTS

PART I GENERAL

1.01 GENERAL:

- A. Where codes and standards are referenced in this and other sections of the specifications or on the drawings, whether or not a particular edition is referenced, it is the intention that these be the latest editions as adopted by the governing agency under whose jurisdiction the project is to be constructed. The latest edition shall be the edition in effect on the date approval is granted for construction to begin.

1.02 CODES:

- A. Work shall conform to the requirements of the building code indicated on the drawings. If no code is listed, work shall conform to the requirements of the building code in effect for the jurisdiction having authority.
- B. Work shall conform to the requirements of the life safety code indicated on the drawings. If no code is listed, work shall conform to the requirements of the life safety code in effect for the jurisdiction having authority.
- C. Plumbing and gas piping work shall conform to the requirements of the plumbing and gas codes indicated on the drawings. If no code is listed, work shall conform to the requirements of the plumbing and gas codes in effect for the jurisdiction having authority.
- D. Work shall conform to the requirements of the electrical code indicated on the drawings. If no code is listed, work shall conform to the requirements of the electrical code in effect for the jurisdiction having authority.
- E. Work shall conform to the requirements of the latest edition of ICC/ANSI A117.1 Standard on Accessible and Usable Buildings and Facilities.
- F. Work shall conform to the requirements of the latest edition of Americans with Disabilities Act (ADA).

1.03 CODE STANDARDS:

- A. Fire doors shall conform to requirements of NFPA No. 80, Standards for Fire Doors and Windows.
- B. Heating, ventilating and air conditioning work shall conform to requirements of NFPA NO. 90A, Standard for the Installation of Air Conditioning and Ventilating Systems.

1.04 REGULATIONS:

- A. Electrical work shall conform to applicable regulations of the State, Department of Insurance, Division of Fire Prevention and to applicable regulations of the Local Utility Company.
- B. Work shall be performed in a manner approved by the Occupational Safety and Health Administration. The Contractor shall be responsible for job-site safety and training of workman as required by Occupational Safety and Health Administration.
- C. Contractors performing work in schools constructed before 1978 or in any facilities where children under the age of 6 are present shall be certified and shall follow work practices to prevent lead contamination as mandated by the Environmental Protection Agency.

1.05 PERSONNEL BACKGROUND CHECKS:

- A. Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, 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.

1.06 MATERIAL AND TESTING STANDARDS:

- A. Components of the work shall conform to requirements of American Society for Testing and Materials (ASTM) Standards, American National Standards Institute (ANSI) standards, and Trade Association Standards, as listed in the various other sections of the specifications.

1.07 MANUFACTURER'S RECOMMENDATIONS:

- A. When work in accordance with manufacturer's recommendations is specified, a copy of those recommendations shall be kept in the job office.

1.08 STORM WATER DISCHARGE PERMIT:

- A. If Construction Operations will disturb the ground, the Contractor must file a "Notice of Intent" for and obtain a National Pollutant Discharge Elimination System Permit from:

Stormwater NOI Processing
Division of Water Pollution Control
401 Church Street
Department of Environment and Conservation
Nashville, Tennessee 37243-1534

- B. Any fines levied because of the Contractor's failure to obtain the necessary permit will be the responsibility of the Contractor.

PART II PRODUCTS - NOT USED

PART III EXECUTION - NOT USED

End of Section

SECTION 01 25 00 – SUBSTITUTION PROCEDURES

PART I GENERAL

1.01 GENERAL:

- A This Section includes administrative and procedural requirements for submittal and approval of substitutions.

1.02 RELATED DOCUMENTS:

- A Applicable provisions of the General Conditions, Supplementary Conditions, and other Division 1, General Requirements, apply to the work under this section.

1.03 DEFINITIONS:

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.04 SUBMITTALS:

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use facsimile of form provided in the Project Manual.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

- i. Operational efficiency and energy consumption for equipment and appliances.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations if requested, for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.05 QUALITY ASSURANCE:

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.06 PROCEDURES:

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 PRODUCTS

2.01 SUBSTITUTIONS:

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 10 days prior to the date of the Bid. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.

- f. Requested substitution has received necessary approvals of authorities having jurisdiction if applicable.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 EXECUTION - NOT USED

End of Section

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION:

PART I GENERAL

1.01 COORDINATION OF WORK OF SUBCONTRACTORS:

- A. It is the responsibility of the Contractor to coordinate the work of his mechanical and electrical subcontractors. To this end the Contractor shall require that the mechanical and electrical subcontractors examine and familiarize themselves with the architectural and structural drawings as well as the mechanical and electrical drawings and that they frequently consult with each other and all other trades so that the work can be properly coordinated.
- B. The Contractor shall carefully check the work of his subcontractor in order to deliver to the Owner the contract work complete and properly installed in conformance with the Contract requirements.

1.02 CUTTING AND PATCHING:

- A. Cut and patch existing work that is to remain in place as necessary for the installation of new work.
- B. **It is the intention of the Contract that conduit, sleeves, thimbles, and chases for the mechanical and electrical work be installed in new concrete, masonry or stud wall work as the work progresses.** The mechanical and electrical subcontractors shall respectively install the required conduit, sleeves and thimbles in concrete forms and in masonry work and shall inform the Contractor of the size and location of any required chases to be formed in the concrete and masonry work. If this procedure is not followed, the mechanical and electrical subcontractors shall do all cutting of new concrete and masonry work required to install their work.
- C. Cutting of new work shall be held to the minimum necessary and shall be done neatly. The Contractor shall be responsible for the proper patching and finishing of all cut work whether or not cut by his own workmen or by subcontractors.
- D. Furr out walls or ceilings where necessary for the new work. Thicken walls as required to accommodate wall-mounted equipment including but not limited to electrical panel boxes, fire extinguisher cabinets, communications, security system, and fire alarm panels. Consult with the Architect about any furr outs not shown on the drawings to keep furr outs to a minimum.

1.03 PROJECT COORDINATION:

- A. Large Equipment: When possible, equipment which is to be installed in the building that may be too large to pass through doorways, shafts, or other restrictions shall be brought on the job and placed in the proper location before the enclosing structure is completed, otherwise, arrange with other Contractors to permit access at a later date, at no additional cost to the Owner.

PART II PRODUCTS

NOT USED

PART III EXECUTION

NOT USED

End of Section

SECTION 01 32 50 – WEATHER DELAYS

PART I GENERAL

1.01 DESCRIPTION:

- A. Work Included: Prepare and submit request for extensions of Time based on weather conditions.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not limited to General Conditions, Supplementary General Conditions and Sections in Division 1 of these Specifications.
 - 2. Applications for Payment.

1.02 EXTENSIONS OF CONTRACT TIME:

- A. If the basis exists for an extension of Time in accordance with the General Conditions and Supplementary General Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed in the standard Baseline for that month.

1.03 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE:

- A. The State of Tennessee has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C. Standard Baseline for each month of the year is as follows (the anticipatable delay days follow the month):

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

1.04 ADVERSE WEATHER AND WEATHER DELAY DAYS:

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions, substantiated by NOAA data, which prevents exterior construction activity or access to the site within twenty four (24)hours:
 - 1. Precipitation threshold (rain, snow, or ice) in excess of one-tenth inch (0.10”) liquid measure. Snow to liquid measure ration is 10:1.
 - 2. Standing snow is excess of one inch (1.00”).
- B. Additional extension of Time may be granted for drying days following periods of two or more consecutive days of precipitation for the following conditions:
 - 1. At a rate of one day extension of Time for each period of two or more consecutive days of precipitation of 1.0 inch or more (liquid measure).

2. Only if there is a hindrance to site access or site work, such as excavation, backfill and footings and the like and then only when no such work is performed.
- C. A Weather Delay Day may be counted only if adverse weather prevents work on the Project for fifty percent (50%) or more of the contractor's scheduled, critical path work, including a weekend day or holiday if Contractor has scheduled construction activity that day.
- 1.05 DOCUMENTATION AND SUBMITTALS:
- A. Contractor shall submit on a monthly basis daily job site work logs (daily reports) showing which, and to what extent, construction activities have been adversely affected by weather.
 - B. Submit actual weather data, if requested by Architect to support claim for time extension, as obtained from NOAA weather reporting station nearest the project site.
 - C. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
 - D. Organize claim and documentation to facilitate evaluation of a basis of calendar month periods, and submit in accordance with the procedures for Claims established in the General Conditions.
 - E. Extensions of Time requested by the Contractor and approved by the Architect on the basis of conditions stated above shall be acknowledged and communicated in writing to the Contractor periodically.
 - F. For extensions of Contract Time granted, a modification shall be issued in accordance with the provisions of the General Conditions, and the applicable General requirements. Modifications for extensions of Time may be issued quarterly or held to the end of the Project as appropriate based on Architect's approval of such extensions as noted in E above.
 - G. Extensions of Time not requested in a timely manner by the Contractor will not be granted at a later time.

PART II PRODUCTS

NOT USED

PART III EXECUTION

NOT USED

End of Section

SECTION 01 33 00 – SUBMITTALS

PART 1 GENERAL

1.01 GENERAL:

A. Work Included:

1. 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.
2. 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 or rejection by the Architect.
3. 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 proposed substitutions for materials or equipment specified whether or not samples of the materials and equipment specified are called for.

1.02 RELATED DOCUMENTS:

- A. Applicable provisions of the General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to the work under this section.

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 Architect's approval of submittals unless the Contractor has specifically informed the Architect 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 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; is a pre-approved substitution; or is a request for substitution offered with supporting documentation in accordance with the Contract Documents.**

Unless directed otherwise, all submittals shall be delivered to:

MBI Companies Inc.
299 N. Weisgarber Road
Knoxville, Tennessee 37919-4013

1.05 SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST:

- A. Within 30 days of receipt of a notice to proceed and prior to submitting any shop drawings or requests for payment, the Contractor shall submit a list of Subcontractors and Major Material Suppliers on the form provided in this Project Manual. The form shall list all Subcontractors and suppliers for the project providing material and or labor whose dollar value equals or exceeds Five Thousand dollars (\$5,000).

1.06 SCHEDULE OF VALUES:

- A. The schedule of values specified in Subparagraph 9.2.1 of the General Conditions shall be divided into not less than one line item for each section of the specifications (except Division 1 sections). Coordinate line items in the schedule of values with portions of the contract documents which identify units or subdivisions of work. Specifically, correlate with the project manual table of contents. Divide major subcontracts into individual cost items. Submit Schedule of Values within 20 days after execution of the Contract.

1. Where applications for payment are likely to include products purchased or fabricated but not yet installed, provide individual line items for material cost, installation cost, and other applicable phases of completion.
2. Provide separate line items for each allowance included in the Contract price.

1.07 APPLICATIONS FOR PAYMENTS:

- A. Applications for payments shall be submitted on AIA Document G702, Application and Certificate for Payment, supported by AIA Document G702A, continuation sheet, and by separate lists of materials stored at the site and materials stored off the site. Three (3) original notarized copies of Applications for Payment shall be submitted.

1.08 CONTRACTORS PROGRESS SCHEDULE:

- A. Prepare a fully developed, horizontal bar-chart type, contractor's progress schedule. Submit within twenty (20) days after the date established for Commencement of the Work.
- B. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the Schedule of Values.
- C. As work progresses, place a contrasting mark in each bar to indicate Actual Completion.
- D. Prepare the schedule on a sheet or series of sheets, of paper of sufficient width to show data for the entire construction period.
- E. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
- F. Coordinate the Contractor's Progress Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
- G. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- H. Revise the schedule monthly. Issue the updated schedule concurrently with the Application and Certification for Payment.

1.09 REVIEW OF DELEGATED ENGINEERING DOCUMENTS:

- A. Delegated Engineer: A professional engineer who undertakes a specialty service and provides services or creative work regarding a portion of the engineering project such as a fabricator or contractor so long as the engineer acts as an independent consultant or through a duly qualified engineering corporation. The delegated engineer is the engineer of record for that portion of the project.
- B. Documents prepared by a delegated engineer shall bear the name and business address of the delegated engineer on the engineering documents. When such documents are issued for preliminary or conceptual use, the engineer shall clearly note the intended purpose of such documents.
- C. Documents prepared by the delegated engineer shall be submitted to the engineer of record for review for compliance with engineering requirements and to confirm the following:

1. That the delegated engineering documents have been prepared by an engineer licensed and registered in the state of project construction.
2. That the delegated engineering documents of the delegated engineer conform with the intent of the engineer of record and meet the written criteria.
3. That the effect of the delegated engineer's work on the overall project generally conforms with the intent of the engineer of record.

1.10 SHOP DRAWINGS:

- A. General: See Paragraph 3.12 of the General Conditions for provisions pertaining to shop drawings.
- B. Preparation of Shop Drawings: Submit newly prepared information drawn accurately to scale sufficiently large to show all pertinent features of the item and its method of connection to the Work. **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 Paragraph 3.12 of 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 Architect'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 require approvals have been obtained.
 4. Clearly indicate, in writing, all deviations from the Contract Documents.
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:
 1. One (1) hard-copy print and one electronic file copy of the entire submittal, shall be submitted of each submittal. The hard-copy shall be bound as a single entity for each submittal. ALL information present in the hard-copy, and no information absent from the hard-copy, shall be contained in a single electronic file as a single submittal.

2. After the submittal has been reviewed and stamped, a copy of the electronic file will be kept at the office of the Architect, a copy of the electronic file will be kept at the office of the Engineer.
 3. One (1) reviewed copy of the electronic file will be returned to the Contractor, from which he shall make as many hard-copies as he feels is needed for the prosecution of the Work.
 4. The Architect will not furnish additional copies to the Contractor.
- G. Architect's Review of Submittals: The Architect/Engineer 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 Architect/Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Architect/Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Architect/Engineer has reviewed the entire assembly of which the item is a component. The Architect/Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Architect/Engineer in writing by the Contractor. The Architect/Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
1. The Architect shall provide 2 reviews of submittals as part of the scope of work. Additional reviews required by failure of the Contractor to make indicated corrections or submit an acceptable product will be billed to the Contractor at the Architect's standard hourly rate.
- H. Time Required for Architect's Review: Shop drawings shall be submitted in time to allow **not less than two weeks for processing by the Architect, plus an additional week for submittals requiring review by an engineer including mechanical, electrical, structural and civil engineering or those items requiring review by a consultant such as kitchen equipment, detention facility equipment and/or acoustical consultants.**

1.11 PRODUCT DATA:

- A. General: See Paragraph 3.12 of 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. The Architect will require a minimum of four (4) copies to be submitted of Product Data which has not been originally prepared on copyable material. The Architect will retain one copy, one copy will be retained by the Engineer and two copies will be returned to the Contractor. Therefore, if the Contractor desires more than two (2) copies with two copies returned to him, he must add to the minimum number of copies required to be submitted.
- D. 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.

1.12 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 be 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 Architect 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.

1.13 ARCHITECT'S ACTION:

- A. The stamps of the Architect on returned shop drawings, product data and samples shall be interpreted as follows:
 - 1. Received: Acknowledges receipt. No action taken.
 - 2. Reviewed, No Exceptions Taken: No corrections. Proceed with the work.
 - 3. Furnish as Noted: May proceed with work as noted; shop drawings bearing this stamp must submit revised and resubmitted for record.
 - 4. Revise and Resubmit: No work shown shall be fabricated or furnished until shop drawings have been revised and resubmitted for further checking or approval.
 - 5. Rejected: Work shown is not in accordance with Contract requirements and is rejected. Make new submittals.
 - 6. Submit Specified Item: No substitutions permitted for this item. Make new submittals.

1.14 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.

Scheduled date for the first submittal.

Related Section Number

Submittal category (Shop Drawing, Product Data, or Sample)

Name of the subcontractor

Description of the part of the Work covered

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.

1.15 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 make his examination.

1.16 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.

1.17 RECORD DRAWINGS:

- A. In addition to the record drawings specified in Paragraph 3.11 of the General Conditions, the Contractor shall assure that the record drawings for the mechanical, plumbing, fire protection and electrical work, as specified under Division 15 and 16 respectively, are properly maintained by his subcontractor and upon completion of the work shall deliver them to the Architect for the Owner.

1.18 CONTRACT CLOSE-OUT SUBMITTALS:

- A. As a precedent to final acceptance of the work and issuance of Certificate of Final Payment, including the Release of Retainage, certain submittals shall be made as specified in the various sections of the specifications. All such submittals shall be delivered to the Architect, in the form and number of copies specified, prior to or with the Contractor's request for final payment. Submittals shall include but not be limited to:

1. General Contractor's Affidavit, Waiver and Release of Lien Statements and Consent of Surety, to final payment **as well as release of lien statements from all subcontractors and major material suppliers** as specified in Subparagraph 9.10.2 of the General Conditions. **These documents shall be addressed to the Owner, and shall be**

original signed documents and not reproduced copies. Two (2) sets of these drawings shall be submitted.

2. Written guarantees and warranties as specified in the various other sections of the specifications.
3. Record drawings as specified in the General Conditions and in Divisions 15 and 16.
4. One copy of each final approved shop drawing submitted during the course of the project.
5. Three copies of operation and maintenance data for mechanical equipment and electrical equipment.
6. Letter stating that to the best of the Contractor's knowledge, no asbestos containing materials or other Work hazardous materials or products as currently defined in the Resource Conservation and Recovery Act of 1976 (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), or Environmental Protection Agency (EPA) regulations, rules, or requirements, as amended
7. Contract Close-Out Submittals, except for record drawings, shall be submitted in commercial quality three ring binders with durable plastic covers. Identify the project on the face and side of the binders. Provide a cover sheet giving complete Project Title, Contractor's and Architect's name, address, phone number, name of project superintendent, and related general information. Include a Table of Contents to identify material in the Project Data Binders and a complete listing of subcontractors and material suppliers. Provide copies of all Certificates, Warranties and related documents as well as Product Data, Maintenance and Operation Data and related information required by the Contract Documents or furnished with items included in the Project. Two (2) sets of these documents shall be submitted.

End of Section

Submittal Cover Sheet

Submittal No.: _____

Contractor: _____

Date: _____

Phone: _____

Fax: _____

Project Manager: _____

Email: _____

Project Title: _____

Architect's Comm. No.: _____

Spec Section Title: _____

Section No.: _____

Sub / Supplier: _____

Phone: _____

YES

NO

Product is as Specified

If not as specified attach Substitution Request Form

Contractor's Review Stamp

Remarks: _____

SECTION 01 35 00 – SPECIAL PROJECT PROCEDURES:

PART 1 GENERAL

1.01 PROGRESS SCHEDULE:

- A. In addition to the progress schedule required by the General Conditions, the Contractor shall also submit his proposed scheme of work for approval, describing proposed methods and sequences of work from beginning to completion of the work and their correlation with the Owner's requirements.
- B. When the Contractor's proposed sequence of work has been approved by the Owner, it shall become the time schedule for the work and shall be adhered to as closely as possible by both the Contractor and the Owner, except that mutually agreeable modifications may be made from time to time to meet unforeseen exigencies.

1.02 TIME OF PERFORMING WORK:

- A. Generally, the Contractor will be permitted to conduct his work in the building and on the premises during his regular working hours.
- B. The building must have the HVAC system operational and maintained at a constant temperature prior to installing any building finishes, except metal support systems.

1.03 OBSTRUCTIONS:

- A. All obstructions encountered during the construction of the Contract work shall be overcome by the Contractor by removal or alteration of work in place, by adjustments in the new work, or by temporary removal and reinstallation of existing work.

1.04 CLEANING UP:

- A. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- B. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- C. Exposed Surfaces in Finished Areas: Clean exposed surfaces
- D. Upon completion of the work, remove spots, stains, dirt, and dust from finished surfaces, both new and existing, including the surfaces of all existing machinery, equipment, and exposed piping that have been soiled by the construction. Protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- E. Clean and mop hard surface flooring and resilient flooring and vacuum clean carpet flooring
- F. Wash all glass and clean plumbing fixtures, lighting fixtures, and mechanical equipment.
- G. Comply with all special cleaning instructions contained in the various other sections of the specifications.
- H. Protect new and existing surfaces from the growth and spread of mold and mildew. If mold and mildew occur, notify Architect prior to proceeding. Retain qualified testing agency to document and direct remediation. Remediate or replace surfaces to stop the growth and spread of mold and mildew as deemed necessary by a qualified testing agency acceptable to the Contractor, Owner and Architect.

1. Pay for necessary testing and perform all abatement work required to remedy condition.

1.05 INSPECTION OF WORK IN PLACE:

- A. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities. The architect is to be given advanced notification for inspection of Structural, Mechanical, Plumbing, and Electrical work prior to said work being covered.
- B. Contractor shall give architect advanced notification for final inspection punch list prior to Owner occupying space.

1.06 SMOKING AND FIRE PRECAUTIONS

- A. No fire, or use of any fire, or explosion-producing tools or equipment will be permitted on the property
- B. This facility is a designated non-smoking facility. Smoking will not be permitted in the facility or within 20 feet of any entrance.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

End of Section

SECTION 01 40 00 – QUALITY CONTROL

PART 1 GENERAL

1.01 Quality Control is defined as testing and inspection performed by/or under the direction of the Contractor to ensure materials and construction meet the requirements of the Contract Documents and Specifications.

1.02 QUALITY CONTROL:

A. Quality Control tests and inspections consist of items identified in the Contract Documents and Specifications.

1.03 TESTS:

A. Engage inspection and test service agencies, including independent testing laboratories, which comply with “Guidelines for Effective Practice for Materials Engineering Laboratories” by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

B. Tests required to establish compliance with the Contract requirements for quality control shall be made by a testing agency acceptable to the Contractor, the Owner and the Architect with reports certified by the laboratory and furnished in duplicate to the Architect with a copy to the Contractor.

C. Representatives of the testing agency and monitoring shall have access to the work at all times. The Contractor shall provide facilities for such access and samples as necessary so that the testing agency may properly perform its function.

D. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:

Name of testing agency or testing laboratory.

Dates and locations of samples and test or inspections.

Names of individuals making the inspection or test.

Complete inspection or test data.

Test results

Interpretations of test results.

Notation of significant ambient conditions at the time of sample taking and testing.

Comments or professional opinion as to whether inspected or tested work complies with requirements of the contract documents.

Recommendations on retesting, if applicable.

E. Non-Compliant Inspection/Test Results: Within 24 hours of inspection/test being performed, notify Architect/Engineer of-Record, and the Contractor of any non-conforming/non-compliant inspections/tests. Copies of successful retests of the originally non-conforming/non-compliant work shall be submitted to the Architect/Engineer-Of-Record and the Contractor.

F. Project Closeout: the Contractor shall certify to the Architect of Record that the required quality control services, as required by this section and the contract documents have been performed and that all results indicate compliance with requirements.

1.04 COST OF TESTS:

A. The cost of the services of the testing agency and monitoring shall be paid by the Contractor. When the tests indicate noncompliance with the Contract requirements, any subsequent and retesting occasioned by noncompliance shall be performed by the same testing agency and the costs shall be borne by the Contractor.

1.05 NOTIFICATIONS OF THE ARCHITECT:

- A. Notify architect within 24 hours before any work is completed for areas as described herein. If the architect is not notified as stated above and the contractor proceeds with the work, the architect shall have authority to direct the contractor to remove part or all of the installed materials at the contractor's expense for a detailed observation.
- B. The Architect shall be notified at the following points of work:
 - 1. Footing bottoms and concrete reinforcement prior to pouring any concrete.
 - 2. Waterproofing/Damp-proofing prior to any backfilling work.
 - 3. Water drainage test on sloped concrete floors prior to finish floor materials installed.
 - 4. Thru-wall flashing installation and mortar mix prior to installing any masonry.
 - 5. Completed structural steel erection before floor slabs are poured.
 - 6. Mechanical and Electrical systems above ceiling inspection prior to installation of finish ceiling material.
- C. The respective contractor and/or subcontractor shall correct any deficiencies that may be observed. Construction work observations or lack thereof by the architect does not relieve the contractor and/or subcontractor from any liability of faulty workmanship that may have occurred or may occur at a later date.

1.06 OTHER TESTS:

- A. See provisions of the General Conditions regarding tests required by governing authorities.
- B. The provisions of Divisions 22-23 and 26 for tests required for mechanical and electrical work.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 REPAIR AND PROTECTION:

- A. Upon completion of inspection, testing, sample taking, and similar services, repair damaged work and restore substrates and finishes to eliminate all deficiencies. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

End of Section

SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 UTILITIES SERVICES FOR CONSTRUCTION PURPOSES:

- A. The Contractor shall provide all necessary temporary utilities as required for construction purposes. The utility costs will be paid by the Contractor.
- B. The Contractor shall furnish and install all temporary piping and wiring required for the use of these services during construction and upon completion of the work shall remove such temporary piping and wiring.
- C. The use of existing services shall be in such a manner and by such methods that will not interrupt the services to any of the Owner's facilities that are to remain in operation during construction.

1.02 BARRICADES AND SPECIAL CONTROLS:

- A. Provide temporary barriers, fences, and warning signs around the sites of new buildings to control access of unauthorized persons to work areas, and as required by law. Special care shall be taken to provide adequate barriers and warning signs to prevent access of unauthorized persons to work areas where hazardous work is being performed.
- B. Provide temporary barriers and warning signs at excavations that might be left open during nonworking hours, including warning lights at night.

1.03 CONSTRUCTION AIDS:

- A. Provide necessary staging, scaffolding, and hoisting equipment and temporary walkways and ladders required for installation of the work under the Contract.

1.04 TEMPORARY BUILDINGS:

- A. Provide temporary field office and storage sheds as required to carry on the work. Adequate space shall be provided in the field office for convenient use and storage of Contract Drawings and Specifications, approved shop drawings, samples, and field records. Truck trailers may be used for temporary field office and storage enclosures.
- B. Upon completion of the work, all temporary buildings shall be removed and the area of the site that they occupied shall be restored to its condition at the commencement of work under the Contract.

1.05 SANITARY FACILITIES:

- A. Provide adequate temporary toilet facilities for the use of workmen, conforming to applicable laws, ordinances, and governmental regulations.
- B. Upon completion of the work, temporary toilet facilities shall be removed from the site.
- C. Provide temporary sanitary facilities for use of the Building Occupants during the course of construction during time existing sanitary facilities have been removed from service and before new facilities are available for use of building occupants.
 - 1. Provide separate portable toilets for men and women.
 - a. Service portable toilets weekly at a minimum during the time they are in service.

1.06 TEMPORARY ENCLOSURES:

- A. Provide temporary weathertight closures for all exterior openings after walls and roof of the new building are constructed when it is necessary to protect the work from the weather and to permit the use of temporary heat. Provide weathertight and security protection of the existing building until what time as the new construction is able to provide weathertightness and security. Provide safety barriers as required to protect the occupants of the building.
- B. Water Protection: Provide at all items for protection of excavation, trenches, and building from damage by rain water, spring water, ground water, backing up of drains or sewers, and all other water. Provide all pumps, equipment, temporary drains or dams, and enclosures necessary to provide this protection.

1.07 TEMPORARY HEAT AND VENTILATION:

- A. Provide temporary heat and ventilation as necessary for protection and drying out of the work and to allow work to be prosecuted in cold weather.
- B. Heat shall be provided by means of approved temporary heating equipment which in installation and operation will not damage the work. Provide adequate and proper fuels and all services required to furnish heat as required. Salamanders shall not be used inside the building. Heaters used to dry out or protect freshly placed concrete shall be of a type and shall be so ventilated as to prevent carbon dioxide from damaging concrete.
 - 1. After the construction of the building has reached a point where the permanent heating and cooling systems are operable, the Contractor may use the permanent heating and cooling equipment for temporary heating and cooling. The heating and cooling systems shall not be used for temporary heat and cooling until the building is broom clean and shall not be used without all filters in place. Upon the completion of the work, all ducts and equipment shall be internally cleaned and all filters shall be replaced with new filters.
 - a. If permanent HVAC system for temporary use during construction is used, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 77 00.
 - 2. Contractor shall pay the hourly rate of the Engineer's and Testing and Balancing Agent's technical personnel to observe and document the condition of equipment and ductwork (30 minutes average per unit) used for construction term temporary heating and cooling. Engineers inspection of heat transfer coils must be complete prior to start-up, test and balance, and final acceptance. All warranties shall begin upon final acceptance by the Owner, not beneficial usage by the Contractor.
- C. Costs of providing temporary heat shall be borne by the Contractor.

1.08 BULLETIN BOARD AND JOB SIGN:

- A. On or near the field office, the Contractor shall install a bulletin board upon which to post legally required notices. The bulletin board shall be of adequate size to contain all required notices and be so constructed as to protect the postings from obliteration by the weather.
- B. The Architect shall provide one painted sign stating the Architect (MBI Companies Inc.). Location of sign shall be as directed by the Architect. The Contractor shall erect a substantial wood frame to support the sign provided by the Architect.
- C. Maintain all bulletin boards and job signs in good condition from start to completion of the work.

1.09 RODENT AND VERMIN CONTROL:

- A. Provide on the project site ample and suitable refuse containers with covers. The Contractor shall be responsible for containing and removing from the site all refuse from meals eaten on the site and other rodent or vermin attracting refuse.
- B. During the construction period precaution shall be taken as necessary to control the entry and breeding of rodents and vermin in the new building.
- C. If, within three months after occupancy of the building, the building is found to be infested by rodents or vermin, the Contractor shall bear the cost of extermination.

1.10 REMOVAL OF CONSTRUCTION DEBRIS:

- A. Provide suitable containers for and maintain regular a regular schedule for the removal of debris and rubbish from the construction site and surrounding area.
- B. Pay all container rental fees, hauling, and landfill costs associated with the removal of debris and rubbish from the site.

1.11 PROTECTION:

- A. Weather Protection: Provide at all times protection against rain, wind, storms, frost, or heat so as to maintain all work, materials, equipment and fixtures free from injury or damage. At end of days work, all new work likely to be damaged by weather conditions shall be covered.
- B. Water Protection: Provide at all times protection of excavation, trenches, and building from damage by rain water, spring water, ground water, backing up of drains or sewers, and all other water. Provide all pumps, equipment, temporary drains or dams, and enclosures necessary to provide this protection.
- C. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- D. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- E. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings, requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
 - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

1.12 TELEPHONE:

- A. Install a single party telephone or a cellular phone and a facsimile machine or computer capable of sending and receiving email in the field office. The telephone shall be available for use by all persons concerned with the construction of the project and service shall be maintained from start to completion of the work. The cost of the telephone service shall be paid by the Contractor.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

End of Section

SECTION 01 60 00 – PRODUCT REQUIREMENTS:

PART 1 GENERAL

1.01 STORAGE OF MATERIALS AND EQUIPMENT:

- A. Storage of materials and equipment, location of field office, space for truck deliveries and parking of workmen's cars shall be restricted to areas of the site mutually agreed upon by the Contractor and the Owner prior to commencement of construction.
- B. Storage of materials and equipment and truck deliveries shall not interfere with normal pedestrian and vehicular traffic.
- C. Upon completion of the work, all damage to existing ground cover, paving, site improvements, or existing structures resulting from the storage of materials and equipment, construction vehicular traffic, or other construction operations under the Contract shall be repaired by the Contractor to its condition at commencement of work under the Contract.

1.02 PROTECTION OF MATERIALS AND EQUIPMENT:

- A. Material and equipment stored on the site that are to be incorporated in the work shall be adequately protected from damage by the weather or by construction operations.
- B. Materials subject to damage by water shall be blocked off the ground and protected with waterproof coverings, stored in weathertight floored sheds or in the building after it is enclosed.
- C. Material that is subject to damage by soiling or by exposure shall be stored as to prevent physical damage to the materials and equipment.
- D. Materials and equipment shall be so transported, handled, and stored as to prevent physical damage to the materials and equipment.

1.03 SUBSTITUTIONS:

- A. All materials and equipment incorporated in the work shall be new and as specified, except such substitutions that are approved as provided by the provisions for substitutions set forth in the Supplementary Conditions.
- B. Where substitutions are implemented, the Contractor shall be responsible for insuring that:
 - 1. The proposed substitution does not affect dimensions shown on Drawings.
 - 2. He will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
 - 3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
 - 4. Maintenance and service parts will be locally available for the proposed substitution.

PART II PRODUCTS

NOT USED

PART III EXECUTION

NOT USED

End of Section

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

- A. Applicable provisions of the General Conditions, Supplementary Conditions and Division 1, General Requirements, apply to the work under this section.

1.02 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Section "02 41 16 Demolition" for demolition of selected portions of the building.
 - 2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 3. Division 07 Section "Firestopping" for patching fire-rated construction.

1.03 DEFINITIONS:

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.04 SUBMITTALS:

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least **10** days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.05 QUALITY ASSURANCE:

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-suppression systems.
 4. Mechanical systems piping and ducts.
 5. Control systems.
 6. Communication systems.
 7. Conveying systems.
 8. Electrical wiring systems.
 9. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Equipment supports.
 5. Piping, ductwork, vessels, and equipment.
 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.06 WARRANTY:

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

2.01 MATERIALS:

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.01 EXAMINATION:

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION:

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.03 PERFORMANCE:

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or

adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

End of Section

SECTION 01 77 00 – CONTRACT CLOSEOUT:

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Closeout procedures.
- B. Owner's Operating Instruction Session.
- C. Adjusting.
- D. Operation and Maintenance Data.
- E. Project record documents.
- F. Warranties

1.02 RELATED DOCUMENTS:

- A. Applicable provisions of the General Conditions, Supplementary Conditions and Division 1, General Requirements, apply to the work under this section.

1.03 SUBSTANTIAL COMPLETION:

- A. Notify the owner not less than twenty-one (21) days prior to the date of substantial completion to allow notification of tenants.
- B. Submit written certification to Architect that Project, or designated portion of Project, is substantially complete. Include a list of items to be completed or corrected as a result of his inspection of the work.
- C. Submit the Certificate of Occupancy issued by the local building authority to the Architect for forwarding to the Owner.
- D. The Architect will make an inspection within seven (7) days after receipt of certification, together with Owner's Representative.
- E. Should the Architect consider the work substantially complete:
 - 1. The Contractor shall prepare, and submit to the Architect, a list of items to be completed or corrected, as determined by the Architect's inspection.
 - 2. The Architect will prepare and issue a certificate of substantial completion, AIA document G704, complete with signatures of Owner, Contractor, and Architect, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Architect.
 - 3. The Owner will occupy the project, under provisions stated in certificate of substantial completion.
 - 4. The Contractor will complete work listed for completion or correction, within the designated time.
 - 5. Refer to Supplementary Conditions Article 9.10.6 for failure to complete in a timely manner.
- F. Should the Architect consider that the Work is not Substantially Complete:

1. He shall immediately notify Contractor, in writing stating reasons.
2. The Contractor shall complete the Work, and send second written notice to the Architect, certifying that the project or designated portion of project, is substantially complete.
3. The Architect will reinspect the work at the Contractor's expense.

1.04 OWNER'S OPERATING INSTRUCTION SESSION:

- A. Conduct training session for Owner's designated personnel covering various mechanical, electrical, and other operating features for familiarization with the physical plant equipment and operation. One copy of the required (see various technical sections on project closeout) mechanical operations manual shall be on hand during this session along with the mechanics familiar with all equipment. These mechanics shall have on hand such tools and/or equipment to reveal controls and mechanic access areas. The instruction session shall be scheduled for a full day but in no case less than the minimum time required to review each type of equipment/operation. The minimum areas of instruction shall be:
1. Location and operation of project new alarm and security equipment.
 2. Sprinkler valves, alarms, test and operation.
 3. Locations and use of required replacement finish materials such as floor and ceiling tiles and panels.
 4. Notification procedures for Contractor warranty work.
- B. Video Tape Owner's Instruction Session and provide two (2) copies on DVD to Owner as part of Close Out Documentation.

1.05 CLOSEOUT PROCEDURES AT FINAL COMPLETION:

- A. As a precedent to final acceptance of the work and issuance of Certificate of Final Payment, including the Release of Retainage, certain submittals shall be made as specified in the various sections of the specifications. All such submittals shall be delivered to the Architect, in the form and number of copies specified, prior to or with the Contractor's request for final payment. Submittals shall include but not be limited to:
1. General Contractor's Affidavit, Waiver and Release of Lien Statements and Consent of Surety, to final payment as well as release of lien statements from all subcontractors and major material suppliers as specified in Subparagraph 9.10.2 of the General Conditions. These documents shall be addressed to the Owner, and shall be original signed documents and not reproduced copies. Two (2) sets of these drawings shall be submitted.
 2. Written guarantees and warranties as specified in the various other sections of the specifications.
 3. Record drawings as specified in the General Conditions and in Divisions 15 and 16.
 4. One copy of each final approved shop drawing submitted during the course of the project.
 5. Three copies of operation and maintenance data for mechanical equipment and electrical equipment.
 6. Letter stating that to the best of the Contractor's knowledge, no asbestos containing materials or other Work hazardous materials or products as currently defined in the Resource Conservation and Recovery Act of 1976 (RCRA), the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), or Environmental Protection Agency (EPA) regulations, rules, or requirements, as amended

7. Contract Close-Out Submittals, except for record drawings, shall be submitted in commercial quality three ring binders with durable plastic covers. Identify the project on the face and side of the binders. Provide a cover sheet giving complete Project Title, Contractor's and Architect's name, address, phone number, name of project superintendent, and related general information. Include a Table of Contents to identify material in the Project Data Binders and a complete listing of subcontractors and material suppliers. Provide copies of all Certificates, Warranties and related documents as well as Product Data, Maintenance and Operation Data and related information required by the Contract Documents or furnished with items included in the Project. Two (2) sets of these documents shall be submitted.
- B. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for final inspection by Owner and Architect.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

1.06 WARRANTIES:

- A. Provide notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binders with durable plastic covers. Note: This is in addition to copies of warranties provided with operation and maintenance binders.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as warranty period.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed, obtain receipt prior to final payment.

End of Section

SECTION 01 77 10 – CLEANING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work Included: Throughout the construction period, maintain the roof buildings and site in a standard of cleanliness as described in this section.
- B. Related Work Described Elsewhere: In addition to standards described in this section, comply with all requirements for cleaning up as described in various other sections of these specifications.

1.02 QUALITY ASSURANCE

- A. Inspection: Conduct inspection daily, and more often if necessary, to verify that requirements for cleanliness are being met.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.02 COMPATIBILITY

- A. Use only cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the A/E.

PART 3 EXECUTION

3.01 PROGRESS CLEANING

A. General:

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for the construction of this work.
3. At least once a day and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.

B. Site:

1. Daily and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restock, tidy, or otherwise service all arrangements to meet the requirements of 3.01.A.1, above.
3. Maintain the site in a neat and orderly condition at all times. Use a magnet to remove small metal objects such as nails, fasteners, etc.

C. Structures:

1. The Contractor will be responsible for maintaining the existing level of cleanliness on any interior areas used by subcontractors or employees.

End of Section

SECTION 01 77 23 – FINAL CLEANING

PART 1 GENERAL

1.01 GENERAL:

- A. General cleaning of construction debris is required by General Conditions and included in Section 01 77 10 Cleaning.

1.02 CLEANING:

- A. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces. Mop and polish resilient flooring.
 - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - 5. Not more than 4 days before date scheduled for final inspection, clean flooring according to manufacturer's recommendations. Strip protective floor polish that was applied after completing installation only if required to restore polish finish and if recommended by flooring manufacturer. After cleaning, reapply polish to floor surfaces to restore protective floor finish and buff according to flooring manufacturer's written recommendations. Coordinate with Owner's custodial personnel and use Owner's selected materials for sealing and polishing floors.
 - 6. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

1.03 REMOVAL OF PROTECTION:

- A. Remove temporary protection and facilities installed for protection of the Work during construction.

1.04 COMPLIANCE:

- A. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

- B. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

End of Section

SECTION 284621.11 - ADDRESSABLE FIRE-ALARM SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Fire-alarm control unit.
 - 2. Manual fire-alarm boxes.
 - 3. System smoke detectors.
 - 4. Air-sampling smoke detectors.
 - 5. Heat detectors.
 - 6. Notification appliances.
 - 7. Device guards.
 - 8. Addressable interface device.
 - 9. Digital alarm communicator transmitter.
 - 10. Radio alarm transmitter.
 - 11. Network communications.
 - 12. System printer.

1.3 DEFINITIONS

- A. EMT: Electrical Metallic Tubing.
- B. FACP: Fire Alarm Control Panel.
- C. HLI: High Level Interface.
- D. NICET: National Institute for Certification in Engineering Technologies.
- E. PC: Personal computer.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product, including furnished options and accessories.
 - 1. Include construction details, material descriptions, dimensions, profiles, and finishes.
 - 2. Include rated capacities, operating characteristics, and electrical characteristics.
- B. Shop Drawings: For fire-alarm system.
 - 1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.

2. Include plans, elevations, sections, details, and attachments to other work.
3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Detail assembly and support requirements.
5. Include voltage drop calculations for notification-appliance circuits.
6. Include battery-size calculations.
7. Include input/output matrix.
8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
9. Include performance parameters and installation details for each detector.
10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
11. Include alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
12. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

C. General Submittal Requirements:

1. Shop Drawings shall be prepared by persons with the following qualifications:
 - a. NICET-certified, fire-alarm technician; [Level III] [Level IV] minimum.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.

1. Include the following:
 - a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - b. Provide "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - c. Complete wiring diagrams showing connections between all devices and equipment. Each conductor shall be numbered at every junction point with indication of origination and termination points.
 - d. Riser diagram.
 - e. Device addresses.
 - f. Record copy of site-specific software.
 - g. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:
 - 1) Equipment tested.
 - 2) Frequency of testing of installed components.
 - 3) Frequency of inspection of installed components.

- 4) Requirements and recommendations related to results of maintenance.
- 5) Manufacturer's user training manuals.

- h. Manufacturer's required maintenance related to system warranty requirements.
- i. Abbreviated operating instructions for mounting at fire-alarm control unit and each annunciator unit.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps for Strobe Units: Quantity equal to 10 percent of amount installed, but no fewer than one unit.
 - 2. Smoke Detectors: Quantity equal to 10 percent of amount of each type installed, but no fewer than one unit of each type.
 - 3. Detector Bases: Quantity equal to two percent of amount of each type installed, but no fewer than one unit of each type.
 - 4. Keys and Tools: One extra set for access to locked or tamperproofed components.
 - 5. Audible and Visual Notification Appliances: One of each type installed.
 - 6. Fuses: Two of each type installed in the system. Provide in a box or cabinet with compartments marked with fuse types and sizes.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: Installation shall be by personnel certified by NICET as fire-alarm Level IV technician.

- B. NFPA Certification: Obtain certification according to NFPA 72 by an NRTL (nationally recognized testing laboratory).

1.9 PROJECT CONDITIONS

- A. Perform a full test of the existing system prior to starting work. Document any equipment or components not functioning as designed.

- B. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:
 - 1. Notify Owner no fewer than seven days in advance of proposed interruption of fire-alarm service.
 - 2. Do not proceed with interruption of fire-alarm service without Owner's written permission.

- C. Use of Devices during Construction: Protect devices during construction unless devices are placed in service to protect the facility during construction.

1.10 SEQUENCING AND SCHEDULING

- A. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new equipment has been tested and accepted. As new equipment is installed, label it "NOT IN

SERVICE" until it is accepted. Remove labels from new equipment when put into service, and label existing fire-alarm equipment "NOT IN SERVICE" until removed from the building.

- B. Equipment Removal: After acceptance of new fire-alarm system, remove existing disconnected fire-alarm equipment and wiring.

1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Extent: All equipment and components not covered in the Maintenance Service Agreement.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Noncoded, UL-certified addressable system, with multiplexed signal transmission and horn/strobe evacuation.
- B. Automatic sensitivity control of certain smoke detectors.
- C. All components provided shall be listed for use with the selected system.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices:
 - 1. Manual stations.
 - 2. Heat detectors.
 - 3. Smoke detectors.
 - 4. Duct smoke detectors.
 - 5. Automatic sprinkler system water flow.
- B. Fire-alarm signal shall initiate the following actions:
 - 1. Continuously operate alarm notification appliances , including voice evacuation notices.
 - 2. Identify alarm and specific initiating device at fire-alarm control unit and connected network control panels
 - 3. Transmit an alarm signal to the remote alarm receiving station.
 - 4. Release fire and smoke doors held open by magnetic door holders.
 - 5. Activate voice/alarm communication system.
 - 6. Recall elevators to primary or alternate recall floors.
 - 7. Activate elevator power shunt trip.
 - 8. Record events in the system memory.
 - 9. Record events by the system printer.

C. Supervisory signal initiation shall be by one or more of the following devices and actions:

1. Valve supervisory switch.
2. Elevator shunt-trip supervision.
3. Loss of communication with any panel on the network.

D. System trouble signal initiation shall be by one or more of the following devices and actions:

1. Open circuits, shorts, and grounds in designated circuits.
2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3. Loss of communication with any addressable sensor, input module, relay, control module, remote annunciator, printer interface, or Ethernet module.
4. Loss of primary power at fire-alarm control unit.
5. Ground or a single break in internal circuits of fire-alarm control unit.
6. Abnormal ac voltage at fire-alarm control unit.
7. Break in standby battery circuitry.
8. Failure of battery charging.
9. Abnormal position of any switch at fire-alarm control unit or annunciator.
10. Voice signal amplifier failure.

E. System Supervisory Signal Actions:

1. Initiate notification appliances.
2. Identify specific device initiating the event at fire-alarm control unit and connected network control panels.
3. Record the event on system printer.
4. After a time delay of 200 seconds, transmit a trouble or supervisory signal to the remote alarm receiving station.

2.3 FIRE-ALARM CONTROL UNIT

A. General Requirements for Fire-Alarm Control Unit:

1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.
 - a. System software and programs shall be held in nonvolatile flash, electrically erasable, programmable, read-only memory, retaining the information through failure of primary and secondary power supplies.
 - b. Include a real-time clock for time annotation of events on the event recorder and printer.
 - c. Provide communication between the FACP and remote circuit interface panels, annunciators, and displays.
 - d. The FACP shall be listed for connection to a central-station signaling system service.
 - e. Provide nonvolatile memory for system database, logic, and operating system and event history. The system shall require no manual input to initialize in the event of a complete power down condition. The FACP shall provide a minimum 500-event history log.
2. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.

3. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACP shall be listed for releasing service.
- B. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.
1. Annunciator and Display: Liquid-crystal type, 80 characters, minimum.
 2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.
- C. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:
1. Pathway Class Designations: NFPA 72, Class B.
 2. Install no more than 50 addressable devices on each signaling-line circuit.
 3. Serial Interfaces:
 - a. One dedicated RS 485 port for remote station operation using point ID DACT.
 - b. One RS 485 port for remote annunciators, Ethernet module, or multi-interface module (printer port).
 - c. One USB port for PC configuration.
- D. Smoke-Alarm Verification:
1. Initiate audible and visible indication of an "alarm-verification" signal at fire-alarm control unit.
 2. Activate an approved "alarm-verification" sequence at fire-alarm control unit and detector.
 3. Record events by the system printer.
 4. Sound general alarm if the alarm is verified.
 5. Cancel fire-alarm control unit indication and system reset if the alarm is not verified.
- E. Notification-Appliance Circuit:
1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
 2. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.
- F. Elevator Recall:
1. Elevator recall shall be initiated only by one of the following alarm-initiating devices:
 - a. Elevator lobby detectors except the lobby detector on the designated floor.
 - b. Smoke and heat detector in elevator machine room.
 - c. Smoke and heat detectors in elevator hoistway.
 2. Elevator controller shall be programmed to move the cars to the alternate recall floor if lobby detectors located on the designated recall floors are activated.
 3. Water-flow alarm connected to sprinkler in an elevator shaft and elevator machine room shall shut down elevators associated with the location without time delay.
 - a. Water-flow switch associated with the sprinkler in the elevator pit may have a delay to allow elevators to move to the designated floor.

- G. Door Controls: Door hold-open devices that are controlled by smoke detectors at doors in smoke-barrier walls shall be connected to fire-alarm system.
- H. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station.
- I. Printout of Events: On receipt of signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm, supervisory, or trouble) and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also, print system reset event, including same information for device, location, date, and time. Commands initiate the printing of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.
- J. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory signals, supervisory and digital alarm communicator transmitters and digital alarm radio transmitters shall be powered by 24-V dc source.
 - 1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.
- K. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.
 - 1. Batteries: Sealed lead calcium.

2.4 MANUAL FIRE-ALARM BOXES

- A. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38. Boxes shall be finished in red with molded, raised-letter operating instructions in contrasting color; shall show visible indication of operation; and shall be mounted on recessed outlet box. If indicated as surface mounted, provide manufacturer's surface back box.
 - 1. Double-action mechanism requiring two actions to initiate an alarm, pull-lever type; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.

2.5 SYSTEM SMOKE DETECTORS

- A. General Requirements for System Smoke Detectors:
 - 1. Comply with UL 268; operating at 24-V dc, nominal.
 - 2. Detectors shall be two-wire type.
 - 3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
 - 4. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
 - 5. Integral Visual-Indicating Light: LED type, indicating detector has operated.
- B. Photoelectric Smoke Detectors:
 - 1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.

2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).

C. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).
3. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
4. Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.

2.6 HEAT DETECTORS

A. General Requirements for Heat Detectors: Comply with UL 521.

1. Temperature sensors shall test for and communicate the sensitivity range of the device.

B. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F (57 deg C)] or a rate of rise that exceeds 15 deg F (8 deg C) per minute unless otherwise indicated.

1. Mounting: Adapter plate for outlet box mounting.
2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.7 NOTIFICATION APPLIANCES

A. General Requirements for Notification Appliances: Individually addressed, connected to a signaling-line circuit, equipped for mounting as indicated, and with screw terminals for system connections.

1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.

B. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464. Horns shall produce a sound-pressure level as

indicated on drawings, measured 10 feet (3 m) from the horn, using the coded signal prescribed in UL 464 test protocol.

- C. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- (25-mm-) high letters on the lens.
 - 1. Rated Light Output:
 - a. As indicated on drawings.
 - 2. Mounting: Wall mounted unless otherwise indicated.
 - 3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
 - 4. Flashing shall be in a temporal pattern, synchronized with other units.
 - 5. Strobe Leads: Factory connected to screw terminals.
 - 6. Mounting Faceplate: Factory finished, red.

2.8 ADDRESSABLE INTERFACE DEVICE

- A. General:
 - 1. Include address-setting means on the module.
 - 2. Store an internal identifying code for control panel use to identify the module type.
- B. Monitor Module: Microelectronic module providing a system address for alarm-initiating devices for wired applications with normally open contacts.

2.9 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632.
- B. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture one telephone line(s) and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.
- C. Local functions and display at the digital alarm communicator transmitter shall include the following:
 - 1. Verification that both telephone lines are available.
 - 2. Programming device.
 - 3. LED display.
 - 4. Manual test report function and manual transmission clear indication.
 - 5. Communications failure with the central station or fire-alarm control unit.
- D. Digital data transmission shall include the following:
 - 1. Address of the alarm-initiating device.

2. Address of the supervisory signal.
3. Address of the trouble-initiating device.
4. Loss of ac supply.
5. Loss of power.
6. Low battery.
7. Abnormal test signal.
8. Communication bus failure.

E. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

2.10 NETWORK COMMUNICATIONS

- A. Provide network communications for fire-alarm system according to fire-alarm manufacturer's written requirements.

2.11 SYSTEM PRINTER

- A. Printer shall be listed and labeled as an integral part of fire-alarm system.

2.12 DEVICE GUARDS

- A. Description: Welded wire mesh of size and shape for the manual station, smoke detector, gong, or other device requiring protection.

1. Factory fabricated and furnished by device manufacturer.
2. Finish: Paint of color to match the protected device.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.
1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.
- B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 EQUIPMENT INSTALLATION

- A. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."

1. Devices placed in service before all other trades have completed cleanup shall be replaced.
 2. Devices installed but not yet placed in service shall be protected from construction dust, debris, dirt, moisture, and damage according to manufacturer's written storage instructions.
- B. Install wall-mounted equipment, with tops of cabinets not more than **78 inches (1980 mm)** above the finished floor.
- C. Manual Fire-Alarm Boxes:
1. Install manual fire-alarm box in the normal path of egress within **60 inches (1520 mm)** of the exit doorway.
 2. Mount manual fire-alarm box on a background of a contrasting color.
 3. The operable part of manual fire-alarm box shall be between **42 inches (1060 mm)** and **48 inches (1220 mm)** above floor level. All devices shall be mounted at the same height unless otherwise indicated.
 4. HVAC: Locate detectors not closer than **36 inches (910 mm)** from air-supply diffuser or return-air opening.
 5. Lighting Fixtures: Locate detectors not closer than **12 inches (300 mm)** from any part of a lighting fixture and not directly above pendant mounted or indirect lighting.
- D. Install a cover on each smoke detector that is not placed in service during construction. Cover shall remain in place except during system testing. Remove cover prior to system turnover.
- E. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct. Tubes more than **36 inches (9100 mm)** long shall be supported at both ends.
- F. Elevator Shafts: Coordinate temperature rating and location with sprinkler rating and location. Do not install smoke detectors in sprinklered elevator shafts.
- G. Audible Alarm-Indicating Devices: Install not less than **6 inches (150 mm)** below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.
- H. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least **6 inches (150 mm)** below the ceiling. Install all devices at the same height unless otherwise indicated.

3.3 PATHWAYS

- A. Pathways above recessed ceilings and in nonaccessible locations may be routed exposed.
1. Exposed pathways located less than **96 inches (2440 mm)** above the floor shall be installed in EMT.
- B. Exposed EMT shall be painted red enamel.

3.4 CONNECTIONS

- A. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than **36 inches (910 mm)** from the device controlled.

Make an addressable confirmation connection when such feedback is available at the device or system being controlled.

1. Magnetically held-open doors.
2. Alarm-initiating connection to elevator recall system and components.
3. Supervisory connections at valve supervisory switches.
4. Supervisory connections at elevator shunt-trip breaker.

3.5 GROUNDING

- A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.
- B. Ground shielded cables at the control panel location only. Insulate shield at device location.

3.6 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by Architect.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
- D. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 1. Visual Inspection: Conduct visual inspection prior to testing.
 - a. Inspection shall be based on completed record Drawings and system documentation that is required by the "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
 2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 3. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
- E. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.
- F. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports.
- H. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.7 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 - 1. Include visual inspections according to the "Visual Inspection Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - 2. Perform tests in the "Test Methods" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - 3. Perform tests per the "Testing Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

3.8 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION 284621.11

SECTION 31 20 00 - EARTHWORK

PART I GENERAL

1.01 SCOPE:

- A Do all excavating, filling, backfilling, grading, and all necessary incidental work in connection therewith, required to install all work shown and specified under the Contract.
- B Work shall include, but not be limited to: Soils Engineer monitoring, topsoiling and fine grading of areas to be seeded; topsoiling and fine grading of planting areas; excavating and grading for building drives and walks, controlled filling and porous fill.

1.02 RELATED DOCUMENTS:

- A Applicable provisions of the General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to the work under this section.

Section	01 40 00	Quality Control
Division	26	Electrical
Division	33	Utilities

1.03 EXAMINATION OF THE SITE:

- A Bidders upon work under this section, before submitting bids, shall visit and carefully examine the site so as to familiarize themselves with the existing conditions, including amount of topsoil available, and the difficulties that will affect the execution of the work. The submission of a bid will be construed as evidence that such an examination has been made.

1.04 SUBMITTALS:

- A Submit one copy of permits and notices obtained from authority having jurisdiction before commencing work.
- B If bench marks and other permanent reference points are displaced, obtain and submit certification, signed and sealed by a licensed surveyor, of proper re establishment of bench marks and reference points.

1.05 PROJECT CONDITIONS:

- A Locate and, where indicated to remain, protect and support existing utilities. If uncharted or incorrectly charted items are encountered, immediately notify utility company and cooperate with utility company's directives. Cooperate with Owner and utility companies in order to keep services and facilities in operation. Repair any damages caused by Work to the satisfaction of the affected utility company.
- B If utility service must be interrupted, give 72-hour notice to Owner's representative, and obtain written approval prior to such interruption.
- C Provide barricades and warning lights for open excavations. Operate warning lights as and when recommended by authorities having jurisdiction. Remove such protective items when no longer required.
- D Protect structures, utilities, sidewalks, paving, and other facilities from damage due to settlement, lateral movement, undermining, washout, and other hazards resulting from earthwork operations.

- E Root systems of trees to remain are to be protected from damage or drying out; cover exposed roots with burlap.

PART II PRODUCTS

2.01 DRAINAGE FABRIC:

- A Non-woven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. Grab Tensile Strength: 110 lbf (490 N); ASTM D 4632.
2. Tear Strength: 40 lbf (178 N); ASTM D 4533.
3. Puncture Resistance: 50 lbf (222 N); ASTM D 4833.
4. Water Flow Rate: 150 gpm per sq. ft. (100 L/s per sq. m); ASTM D 4491.
5. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751.

2.02 BURIED WARNING AND IDENTIFICATION TAPE:

- A. Polyethylene plastic and metallic core or metallic-faced, acid and alkali-resistant, polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, 3 inch minimum width, color coded as specified below for the intended utility with warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read "CAUTION BURIED (intended service) LINE BELOW" or similar wording. Color and printing shall be permanent, unaffected by moisture or soil.

Warning Tape Color Codes:

Red	Electric
Yellow	Gas, Oil, Dangerous Materials
Orange	Telephone and Other Communications
Blue	Water Systems
Green	Sewer Systems
White	Steam Systems

- B. Warning Tape for Metallic Piping: Acid and Alkali-resistant polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of tape shall be 0.003 inch. Tape shall have a minimum strength of 1500 psi lengthwise, and 1250 psi crosswise, with a maximum 350 percent elongation.

2.03 BACKFILL MATERIAL:

- A Backfill material shall be a type that can be compacted to the densities specified under the conditions existing at the site at the time it is placed.
- B Stone for compacted backfill under slabs shall be evenly graded mixture of crushed stone or crushed or uncrushed gravel, with one hundred percent (100%) passing a 1-1/2" sieve and not more than five percent (5%) passing a No. 4 sieve.
- C Earth for compacted backfill and engineered fill shall consist of clean granular soils, clay soils, or shale soils having a plasticity index of less than 30 and a minimum density of 90 pounds per cubic foot when compacted to one hundred percent (100%) of its maximum dry density per standard proctor test. (ASTM D698) Material shall be free of vegetation, roots, rocks larger than 2" in any dimension, debris and other deleterious materials. Residual soil excavated at the site may be used for backfill if it meets the specification requirements. The moisture content of the fill soils should be maintained within +3 and -3 percentage points of optimum moisture content determined from the standard Proctor compaction test.

D Cohesive soils that have become hard and lumpy or that have been piled and become dry shall be broken up and properly conditioned for optimum moisture content immediately before using as backfill. However, in no case shall earth backfill be wetted or puddled in place.

E Backfill at retaining walls (if any) shall be ASTM #57 or #67 stone.

2.04 ENGINEERED FILL:

A All fill in areas to be occupied by the building(s) and paving, including an area 10 feet outside the perimeters thereof, and any areas noted on the site plan as "Future Expansion" shall be controlled (engineered) fill and the compaction shall be tested by an Agency as specified in Section 01 40 00 Quality Control. Controlled fill in areas of buildings shall be compacted in thin lifts to at least 98% of maximum dry density within 3% of optimum moisture content in accordance with ASTM Specification D-698 (standard proctor). Fill in areas of asphalt paving shall be compacted in thin lifts to at least 98% of maximum dry density within 3% of optimum moisture content in accordance with ASTM Specification D 698. The upper 12 inches of fill beneath pavements and upper 24 inches beneath footings and grade slabs shall be compacted to 100%.

B Where rock is excavated to 24 inches below footings, the footing excavations shall be refilled from top of rock to bottom of footings with controlled compacted fill.

2.05 TOPSOIL:

A Shall be natural, fertile, agricultural soil, capable of sustaining vigorous plant growth. It shall be of uniform friable clay loam composition throughout, without admixture of subsoil. Soil shall be free of stones, lumps, live plants and their roots, sticks and other extraneous matter. The soil shall not be contaminated with substances harmful to the growth of plants and humans. It shall have a pH range of 5.0 to 7.0, and contain not less than five percent (5%) organic matter. The topsoil shall be free of noxious weeds, grasses or other foreign vegetation which would cause maintenance problems for the Owner after the contract is complete. Contractor shall assume full responsibility for control of noxious species introduced by the addition of soil infested with such species for a period of one year from Provisional Acceptance of the Work.

2.06 UNDERCUT AT FOUNDATIONS:

A Undercut and backfill with compacted stone at foundations shall be performed if directed by the Architect, based on the results of in place testing of earth at foundation sub-grades. In areas where unsuitable soils are encountered at or near foundation level, the foundation shall be undercut to a depth and width of two times the foundation bearing level or to competent bearing soils. The trench shall be backfilled with compacted stone to the level of foundation bearing.

2.07 CLASSIFICATION OF EXCAVATED MATERIALS:

A Materials to be excavated shall be unclassified. Excavating shall include the removal of all materials encountered, both natural and artificial.

B It is understood that full compensation has been included in the Base Bid amount for all excavation work, including the furnishing and installing of all filling and backfilling materials required, the removal of rock and excavating and backfilling of areas of unsuitable soil except work required because of differing site conditions as defined hereinafter.

2.08 DIFFERING SITE CONDITIONS:

A The Contractor shall promptly, and before such conditions are disturbed, notify the Architect in writing of sinkholes or caves encountered in excavations.

B The Architect and the Soil Engineer will promptly investigate the conditions, and if they find such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of,

or the time required for performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly by a change order.

- C No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in Subparagraph A above; provided, however, the time prescribed therefore may be extended by the Owner.
- D No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

PART III EXECUTION

3.01 ROCK EXCAVATION:

- A Material to be excavated is assumed to be earth and other materials that can be removed by power shovel, power spade, backhoe, bulldozer, or other equipment normal to excavation work, but not requiring the use of explosives or drills. If rock, as herein defined, is encountered within the limits of excavation, the "Contract Price" will be adjusted. When the rock is encountered, the Contractor shall immediately notify the Architect and shall not proceed further until instructions are given and measurements made for the purpose of establishing volume of rock excavation.
- B Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu.yd. for bulk excavation or 3/4 cu.yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting (when permitted):
 - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator equivalent to Caterpillar Model No. 3201; equipped with a 24 inch wide, short-tip-radius rock bucket; rated at not less than 120 hp flywheel power with bucket-curling force of not less than 25,000 lbf and stick-crowd force of not less than 18,700 lbf; measured according to SAE J-1179.
 - 2. Bulk Excavation: Late-model, track-mounted loader equivalent to Caterpillar Model No. 973; rated at not less than 210 hp flywheel power and developing a minimum of 45,000 lbf breakout force; measured according to SAE J-732.
- C Quantities of excavated rock shall be based on "in-place" volumes. Rock shall be stripped for measurement before excavating, and no rock excavated or loosened before measurement will be allowed or paid for as rock. Measurement and payment therefore, shall be by the number of cubic yards required to bring the excavation to the required surface or grade shown on the Drawings. The Owner may adjust the grades should excessive rock be encountered.
- D Before placing concrete or masonry or rock surfaces, the surfaces shall be leveled off, or shelved, to a slope not exceeding one inch per foot.
- E If the use of explosives is required or desired by the Contractor, Contractor shall present written evidence of appropriate insurance, have written permission from the Architect and all authorities having jurisdiction prior to bringing explosives onto job site or using in the work and shall implement all precautionary measures deemed necessary by all authorities having jurisdiction.
- F If rock is encountered, it shall be excavated to the following limits:
 - 1. Two feet outside of concrete work for which forms are required, except footings.
 - 2. One foot outside the perimeter of footings and two feet below bottom of footings.
 - 3. One foot below concrete floor slabs on grade.

4. In all pipe trenches, 6" below invert elevation of pipe and 2 feet wider than the inside diameter of the pipe, but not less than three feet trench width. Contractor shall notify officials prior to detonation of explosives or beginning noisy drilling operations.
5. In all other excavated areas: 2 feet below finished grade.

3.02 PROTECTION OF EXISTING WORK AND LANDSCAPE FEATURES:

- A Excavating, filling, backfilling and grading shall be performed in such a manner and by such methods that will not damage existing structures, existing underground piping, existing overhead wiring, existing trees (unless noted to be removed), and other landscaping planting.
- B Protect, maintain and restore benchmarks, monuments, and other reference points affected by this work. If bench marks, monuments or other permanent reference points are displaced or destroyed, points shall be re-established and markers reset under supervision of a licensed surveyor who shall furnish Architect with certification of his work.

3.03 PROTECTION OF EXCAVATION:

- A Excavation and grading operations shall be performed in a manner that will ensure positive and rapid surface run off of water away from the building area at all times.
- B Banks, slopes and adjacent structures shall be fully protected against harmful sluffing and erosion, by the use of shoring or other temporary construction, if necessary. The excavations shall be kept free of water by temporary dams or drains, pumping or other adequate means, until backfilling is completed.

3.04 STABILITY OF EXCAVATION

- A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- C. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.
- D. Provide permanent steel sheet piling or pressure-creosoted timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures. Cut off tops a minimum of 2'-6" below final grade and leave permanently in place.

3.05 EXCAVATION FOR UTILITY TRENCHES:

- A Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. In the absence of a local code requirement or standard detail, beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B Excavate trenches to uniform widths to provide a working clearance on each side of pipe. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe, unless otherwise indicated.
 1. Clearance: As indicated in standard detail or 12" minimum on each side of pipe if no detail is available.

- C Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes. Remove projecting stones and sharp objects along trench subgrade.
1. For ductile or cast iron pipe, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 2. For PVC or other flexible pipe provide 6" bedding layer of #57 stone.
 3. For all pipe, excavate trenches 6" deeper than elevation required in rock or other unyielding bearing material to allow for #57 stone bedding layer. Provide specified stone.

3.06 UTILITY TRENCH BACKFILL:

- A Place and compact bedding course on trench bottoms where indicated as fill area on plans. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B Backfill trenches excavated under footings and within 18 inches of bottom of footings with concrete to elevation of bottom of footings.
- C Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway sub-base.
- D For typical site installation of ductile or cast iron pipe, place and compact initial backfill of sub-base material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping to avoid damage or displacement of utility system. For PVC or other flexible pipe, backfill with #57 stone (or to plans specifications if differs) to 6" above top of pipe to provide complete stone envelope. Backfill to subgrade with #57 stone in all paved areas.
- E Coordinate backfilling with utilities testing.
- F Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- G Place and compact final backfill of satisfactory soil material to final sub grade.
- H Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.07 FINE GRADING:

- A All areas where existing grass lawn cover is damaged or disturbed by construction operations. Areas indicated on the site plan to be grass shall be surfaced with topsoil not less than 5" thick after compacting. If the quantity of topsoil existing on the site is insufficient for these purposes, or if the existing topsoil does not conform to the requirements specified above for topsoil, additional topsoil shall be brought to the job or the existing topsoil shall be amended as required to provide the specified quantity and quality of topsoil.
- B After the rough grading and other construction operations have been completed to the point where these areas will not be disturbed by subsequent work, the subgrade shall be cleaned free from waste materials of all kinds, large rocks, and other objectionable material; scarified and pulverized to a depth of 4"; graded to remove remaining surface irregularities; and then covered with the topsoil which was previously removed and stockpiled.
- C If the previously stockpiled topsoil is not sufficient to cover the areas as specified, the Contractor shall furnish additional topsoil obtained from other sources. Topsoil obtained from other sources shall be clean, friable loam free from objectionable weed seeds.

D Finished grades shall slope away from the building in all cases and shall contain no sinks or dams. Hand trim and rake topsoil to finished grades and leave ready for seeding or planting.

3.08 DISPOSAL OR SURPLUS MATERIAL AND VEGETATION:

A Surplus dirt and rock not required for site improvements shall be removed from the site at the Contractor's expense and to a place of his choosing but only after the Architect has determined it cannot be used on the site. The Owner shall be given the opportunity to keep surplus dirt on site to use as he sees fit. Only after the Owner has stated that they do not wish to retain surplus dirt shall it be removed from the site.

B All vegetation, roots, trees, etc., are to be hauled away from the site and disposed of by the Contractor and at his expense.

C Placement of any materials listed in Paragraphs A & B above on any off-site location shall be done only after prior approval of the Owner of the land involved and it shall be the full responsibility of the Contractor and Owner of such land to agree on location, distribution and condition in which such materials are left.

End of Section

SECTION 32 92 00 – SEEDING

PART I GENERAL

1.01 SCOPE:

- A. The work covered by this Section consists of furnishing all labor, equipment and materials required to place seed, commercial fertilizer, agricultural limestone and mulch material, including seed bed preparation, harrowing, compacting and other placement operations on graded earthen areas as described herein and shown on the Drawings. In general, seeding operations shall be conducted on all barren areas not covered by structures or pavement; all cleared or grubbed areas which remain as finish grade surfaces; and on all existing turf areas which are disturbed by construction operations and which are to remain as finish grade surfaces.
- B. The General Contractor shall be responsible for placing all topsoil on the site to within finish grade. The Landscape Contractor shall be responsible for finish grading, seeding and other operations as herein specified.

1.02 RELATED DOCUMENTS:

- A. Applicable provisions of the General Conditions, Supplementary Conditions and Division 1, General Requirements, apply to the work under this section.

1.03 QUALITY ASSURANCE:

- A. Prior to seeding, the Contractor shall furnish to the Architect labels or certified laboratory reports showing the analysis and germination of the seed to be furnished. Acceptance of the seed test reports shall not relieve the Contractor of any responsibility or liability for furnishing seed meeting the requirements of this Section.

1.04 PROJECT CONDITIONS:

- A. Protect existing utilities, paving and other facilities from damage caused by seeding operations.
- B. Perform seeding work only after grading and other work affecting ground surface has been completed.
- C. Restrict traffic from lawn areas until grass is established.
- D. Provide hose and lawn watering equipment as required.

1.05 WARRANTY:

- A. Provide a uniform stand of grass until the end of the Warranty Period, which is a period of one year from Acceptance of Work by the Owner. Any areas which are designated by the Architect as being unacceptable shall be re-seeded as specified herein until an acceptable stand of grass is established.

PART II PRODUCTS

2.01 SEED:

- A. Seed shall be delivered in new bags or bags that are sound and labels in accordance with the U.S. Department of Agriculture Federal Seed Act.
- B. All seed shall be from the last crop available at the time of purchase and shall not be moldy, wet or otherwise damaged in transit or storage.

- C. Seed shall bear growers analysis testing to a 95% minimum purity and 90% minimum germination.
- D. Species, rate of seeding, fertilization and other requirement are shown in the seed requirements table:

SEED REQUIREMENTS TABLE
(Rate per 1000 sq. ft.)

<u>Area</u>	<u>Seed Type</u>	<u>Seed Quantity</u>	<u>Fertilizer</u>	<u>Fertilizer Quantity</u>
Lawn Areas	Kentucky 31 Fescue	5 lbs.	10-10-10	40 lbs.

2.02 FERTILIZER:

- A. Container bags shall have the name and address of manufacturer, brand, name weight and chemical composition. Containers shall insure proper protection in handling, transporting and storing the fertilizer.

2.03 LIMING:

- A. Limestone shall be a pulverize limestone having a carbonate content of not less than 85% by weight. The limestone shall be crushed so that at least 85% of the material passes a No. 10 mesh screen and 50% passes No. 40 mesh screen. Apply at a rate of 135 lbs. per 1000 sq. ft.

2.04 MULCH:

- A. Mulch shall be one of the following used at the specified rate:
 1. Wood Cellulose Fiber 1,500 lbs. per acre
 2. Straw 4,000 lbs. per acre

2.05 WATER:

- A. Free of substance harmful to seed growth. Furnished by Contractor. Hoses or other methods of watering furnished by Contractor.

2.06 EROSION CONTROL BLANKET:

- A. Wood excelsior blanket reinforced with a photo-degradable plastic grid similar and equal to Curlex Excelsior blanket by the American Excelsior Company or approved equal.

PART III EXECUTION

3.01 SEED BED PREPARATION:

- A. Before fertilizing and seeding, the surfaces shall be trimmed and worked to true line free from variation, bumps, ridges and depressions, and all foreign materials including roots, rocks and debris removed.
- B. The soil surface to be seeded shall be thoroughly cultivated to a minimum depth of 4 inches with a weighted disk, tiller or other equipment.
- C. If the prepared surface becomes eroded, compacted, or wet due to rain or other occurrence, the surface shall be re-cultivated prior to seeding.
- D. Ground preparation operations shall be preformed only when the ground is in a tillable and workable condition, as determined by the Architect.

E. Allowance for settlement shall be made.

3.02 FERTILIZER AND LIMING:

A. Following seed bed preparation, fertilizer and lime shall be incorporated at the rates specified herein in the top 2 inches of the soil by disking or other measure.

B. Fertilizer need not be incorporated in the soil when hydro-seeding is used in seeding operations.

3.03 SEEDING:

A. Examine finish surfaces, grades, topsoil quality and depth. Do not start seeding work until unsatisfactory conditions are corrected.

B. Seed of the specified group shall be sown as soon as the seed bed preparation is complete. Do not seed during windy conditions.

C. Seeds shall be uniformly sown by approved mechanical method, preferably a broadcast type spreader. Hydro-seeding is an acceptable method of distribution of seed and fertilizer.

D. Immediately after sowing by mechanical means, the seed shall be lightly with soil covered by a cultipacker or roller.

3.04 MULCHING:

A. All seeded areas shall be uniformly mulched in a continuous blanket immediately after seeding. Approximately twenty five percent (25%) of the ground surface shall be visible through the mulch blanket. Mulches shall be applied at the rates as specified herein.

3.05 WATERING:

A. Contractor shall be responsible for watering the seeded areas until a satisfactory stand of grass is obtained. Watering shall be done with sprinklers in such a manner as not to cause excessive runoff or erosion.

3.06 INSTALLATION OF EROSION CONTROL BLANKET:

A. Install erosion control blanket on all slopes steeper than 3 run to 1 rise. Install blanket after seed has been placed. Apply blankets vertically to slopes butt ends and sides. Fasten

3.07 HYDROSEEDING:

A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.

1. Mix Slurry with non-asphaltic tackifier.

2. Apply slurry uniformly to all areas to be seeded in a 1-step process. Apply mulch at the minimum rate of 1500lb per acre (16.5 kg per 100 sq. m) dry weight but not less than the rate required to obtain specified seed-sowing rate.

3.08 MAINTENANCE:

A. Contractor shall submit typewritten instructions (prior to acceptance) recommending procedures to be established by the Owner for the maintenance of lawns for one full year.

B. Maintain seeded lawn areas, including watering, spot weeding, mowing, applications of herbicides, fungicides, insecticides, and re-seeding until a full, uniform stand of grass free of

weeds, undesirable grass species, disease and insects is achieved and accepted by the Architect.

1. Water daily to maintain adequate surface soil moisture for proper seed germination. Continue daily watering for not less than thirty (30) days. Thereafter apply 1/2" of water twice weekly until acceptance.
 2. Repair, rework and re-seed all areas that have washed out, are eroded, or do not catch.
 3. Mow lawn areas as soon as lawn top growth reaches a 3" height. Cut back to 2" in height. Repeat mowing as required to maintain specified height.
- C. Maintain seeded banks, ditches, medians and fields to the extent of establishment only. Re-grade and re-seed washed out or eroded areas as required until a suitable cover is established.

3.09 SUBSTANTIAL COMPLETION:

- A. An inspection of the seeded lawns will be made by the Architect upon request for Application of Substantial Completion by the Contractor
- B. Seeded areas will be acceptable provided all requirements, including maintenance have been complied with, and a healthy, uniform close stand of specified grass is established free of weeds, undesirable grass species, disease and insects.
- C. No individual lawn areas shall have bare spots or unacceptable cover totaling more than two percent (2%) of the individual areas, in areas requested to be inspected.

3.10 CLEANING:

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

End of Section