

SECTION 00 11 00

INVITATION TO BID

Union County Public Schools is currently accepting Sealed Bids from responsible firms for the equipment, labor and installation of HVAC in 4 classrooms at the Maynardville Elementary School located at 615 Main Street, Maynardville, TN 37807.

A request for the bid packet and inquiry regarding this bid must be submitted to [purchasing@ucps.org](mailto:purchasing@ucps.org) or found on the Union County website at [www.unioncountyttn.gov](http://www.unioncountyttn.gov). (On the Finance Department page, look for the Current Bids/RFP tab.)

Sealed Bids must be submitted to:

Union County Finance Office, 300 Main Street, Maynardville, TN 37807

ATTN: BID 0110 – HVAC FOR 4 CLASSROOMS AT MAYNARDVILLE ELEMENTARY

**A MANDATORY PRE-BID MEETING will be held at 10am ET on December 14, 2021 at the Maynardville Elementary School.**

Bids will be accepted until 2:00 pm local time on December 21, 2021 at the Finance Office location at which time they will be opened and read aloud. Late bids, emailed bids and faxed bids will not be considered, opened or returned. Union County will not be responsible for any lost or misdirected mail. No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days. Union County Public Schools reserves the right to reject any and all bids.

Drawings, specifications, and other Bidding Documents may be examined at West Welch Reed Engineers, Inc., 5417 Ball Camp Pike, Knoxville, Tennessee 37921 (865) 588-2431

Each bid must be accompanied by a Bid Security in the amount of Five Percent (5%) of the Bid, including all additive alternates. The successful bidder will be required to execute a performance bond and a labor/material payment bond, each in an amount equal to 100% of the Contract Sum.

All bidders must be licensed contractors as required by the State of Tennessee, Contractors Licensing Act, Revised 1986. Bidder's name, license number, date of expiration of license, license limitation, and that part of the license classification applying to the bid must be placed on the envelope containing the bid, otherwise the bid cannot be opened or considered.

Upon award of the construction contract to the Successful Bidder, construction shall commence on a date to be specified in a "Notice to Proceed" to the Contractor.

MAYNARDVILL ELEMENTARY  
HVAC FOR 4 CLASSROOMS

INVITATION TO BID

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Upon receipt of the Notice to Proceed, the Contractor will be expected to proceed with the work regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.

END OF SECTION 00 11 00

SECTION 00 21 00

INSTRUCTIONS TO BIDDERS

LOCATION

Sealed Bids will be received until 2pm on December 21, 2021 at the Union County Finance Office located at 300 Main Street, Maynardville, TN 37807

INSURANCE

Insurance requirements are specified in the General and Supplementary Conditions.

EXAMINATION OF DOCUMENTS AND SITE

Each Contractor shall visit the site during the MANDATORY PRE-BID MEETING of the proposed work, shall examine and compare the drawings and specifications, and shall become fully acquainted with the existing conditions, difficulties, and conditions attending the execution of the work proposed to be performed.

INTERPRETATIONS AND ADDENDA

If, during the bidding period, the Bidder finds discrepancies, ambiguities, omissions, or is in doubt as to meaning or intent of documents, he shall notify the Engineer not later than seven (7) days prior to Bid Date. Such necessary clarifications, information, interpretations, or amendments shall be issued in the form of written addenda to the Drawings and Specifications, to all holders of complete sets of drawings, simultaneously.

No request for interpretation or clarification shall be received or answered later than five days prior to bid date. Engineer will not be responsible for oral interpretations or instructions during the bidding period.

Addenda are incorporated, by reference, into the contract. Failure of any bidder or sub-bidder to receive any addenda shall not relieve the bidder of any obligation with respect to his proposal, and it shall be the sole responsibility of each Bidder to ensure that he has received all addenda.

BID REQUIREMENTS - PROPOSALS

Contractors or subcontractors bidding work under the same contract which exceeds \$ 25,000.00 must be licensed in accordance with State of Tennessee requirements.

The bid must be submitted in a standard-sized envelope. Required information must be placed on the front of this envelope or the bid will not be opened. Information shall be as required in the Invitation to Bid and that shown on the "Bid Envelope Information" form included at the end of this section.

Do not remove Proposal Form included in Project Manual. The Contractor may obtain additional copies of the Proposal form from the Engineer at the cost of reproduction, or he may machine-copy the form, or he may type the form on his own letterhead.

Complete the Proposal Form in duplicate, enclosed in sealed envelope along with Bid Security, properly complete required information requested on face of envelope and submit at the specified time and place.

Proposals received prior to bid opening shall be securely kept unopened. Proposal received after time for bid opening shall not be opened but shall be returned to Bidder unopened.

Include information relative to bid within sealed envelope. Information appearing outside of envelope shall not be considered.

#### BID GUARANTEE REQUIREMENTS

Accompany proposal with bid guarantee in an amount not less than Five Percent (5%) of the proposal, including all additive alternates, in the form of a legal surety's bid bond, or a certified check, made payable to the Owner. The company writing the bond must be licensed to transact business in the State of Tennessee.

Submit Bid Security as guarantee that:

Bidder shall not withdraw bid for sixty days following bid opening without Owner's written consent.

If Proposal is accepted, Bidder will enter into formal contract with Owner within the specified time limit.

If Proposal is accepted, Bidder shall execute required Contract Bonds within the time limits specified.

Bidder shall be liable to Owner for the full amount of the Bid Security as representing damage to Owner on account of the default of Bidder in any way particular thereof if:

Proposal is withdrawn within sixty (60) days after receipt of bids without approval of Owner.

Bidder fails to enter into Contract with Owner and execute required Contract Bonds within ten (10) days subsequent to receipt of Notice of Award of Contract.

Contractor shall submit to Engineer for approval a complete list of subcontractors and major materials suppliers within five (5) days of receipt of Notice of Acceptance of Proposal.

#### AWARD OF CONTRACT

Contract shall be awarded. to Lowest Responsible Bidder complying with conditions of the Bidding Requirements, provided Proposal is reasonable and to the interest of the Owner to accept Proposal. Owner reserves the right to accept or to reject any or all bids, or parts thereof submitted and to waive any informalities in bidding and to award the Contract in the Owner's best interests.

#### QUALIFICATIONS

Upon request by the Engineer and/or Owner, any bidder may be required to submit the following information to the Engineer within five days of receipt of request:

Number of years in construction business.

Key organizational personnel.

Credit rating for this contract.

Total amount of work under other contracts this date.

Certificate of Licensing from Tennessee Licensing Board for General Contractors.

#### TIME OF COMPLETION

As time is of the essence to this contract, the work to be performed may commence upon Notice to Proceed and completed within the specified dates provided on the Bid Proposal Form, or as modified by Contract.

By submitting a bid, the Contractor agrees to the assessment of liquidated damages in the amount of One Hundred Dollars (\$500.00) per day for each day past the Contract completion date for each portion of the work that he has not substantially completed that portion, unless he has requested and been granted an extension of time in accordance with Article 8.3 of the AIA General Conditions, as modified in the Supplementary Conditions. Substantial completion shall be as determined solely by the Engineer.

#### PERMITS

The Contractor will be required to obtain and pay for all permits, including the building permit, any required temporary sign permits, and all other permits as specified in the Project Manual.

#### TAXES

The Contractor shall pay all local and State sales, consumer, use, and other similar taxes required by law.

#### BUSINESS LICENSE

By submitting a bid, this contractor certifies that he holds a business license to permit him to perform construction work in Union County, TN or that he will pay for and obtain such license prior to commencing work, if he is awarded the contract.

#### PRODUCT QUALITY

Whenever in the drawings or specifications an item is specified or shown by use of the name of a proprietary product or of a manufacturer or vendor, or whenever the terms "equal" or "approved equal" are used, the product named is intended to set the standard of design or quality for such item. Except where it is specifically stated that "no substitution will be permitted", the Contractor may, subject to the following provisions, offer a substitute.

Should the Contractor wish to propose a substitute, written permission shall be requested from the Engineer. The following information shall be included with the written request:

The name and manufacturer of the product specified and the name and manufacturer of the proposed substitution.

Complete specification data, including illustrations, describing the product specified and the proposed substitution (copy of manufacturer's product literature shall be included).

Any further information which the Engineer may request to enable him to evaluate the proposed substitution.

The Engineer shall approve or disapprove the proposed substitution in writing. The Engineer's decision shall be final.

The burden of proof shall rest with the Contractor and/or manufacturer to prove that the proposed substitution is equal to the item specified.

Items exposed to view will have aesthetics as a consideration for determining its status as an equal.

FRONT INFORMATION FOR BID PROPOSAL

NAME OF PROJECT:

BID 0110 - HVAC FOR 4 CLASSROOMS AT MAYNARDVILLE ELEMENTARY

ENGINEER:

WEST WELCH REED ENGINEERS, INC.  
5417 BALL CAMP PIKE, KNOXVILLE, TN 37921

BIDDER'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
CLASSIFICATION OF LICENSE NUMBER: \_\_\_\_\_  
UNIT OF CLASSIFICATION: \$ \_\_\_\_\_

MECHANICAL SUBCONTRACTOR: \_\_\_\_\_ LICENSE NO. \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
LICENSE LIMITATION: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

ELECTRICAL SUBCONTRACTOR: \_\_\_\_\_ LICENSE NO. \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
LICENSE LIMITATION: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

These documents are accepted and approved for opening and public reading:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

The above required information must be placed on the front of the envelope or the Bid will not be opened.

SECTION 00 41 00

CONTRACT, BOND AND PROJECT FORMS

DESCRIPTION

Forms to be used on this Project (non-inclusive):

AIA A101	Owner-Contractor Agreement Form, Stipulated Sum
AIA A201	General Conditions of the Contract for Construction 1997
AIA A305	Contractor's Qualification Statement
AIA A311	Performance Bond and Labor and Materials Payment Bond
AIA G701	Change Order
AIA G702	Application and Certificate for Payment
AIA G703	Continuation Sheet for G702
AIA G704	Certificate of Substantial Completion
AIA G705	Certificate of Insurance
AIA G706	Contractor's Affidavit of Payment of Debts and Claims
AIA G706A	Contractor's Affidavit of Release of Liens
AIA G707	Consent of Surety to Final Payment
AIA G707A	Consent of Surety to Reduction in or Partial Release of Retainage

NOTE; All forms are to be the latest editions.

BIDDER RESPONSIBILITY

Bidders shall carefully examine the contract, bond and project forms and conditions therein affecting work and procedure prior to submitting bids for which contract will be binding.

END OF SECTION 00 41 00

SECTION 00 42 00

GENERAL CONDITIONS

PART 1 - GENERAL

Standard Form

The General Conditions of the Contract for Construction, AIA Document A201 of the American Institute of Architects, August 1997 edition, and hereinafter referred to as the General Conditions, is hereby made a part of these specifications, except as the same may be inconsistent herewith.

Where such article of the AIA General Conditions is amended herein, the provisions of such article shall remain in effect as amended. All the supplementary provisions of such article shall be considered as added thereto. Where any such article is amended, or voided, or superseded hereby, the provisions of such article not specifically amended, voided, or superseded shall remain in effect.

The Supplementary Conditions are hereby made a part of these General Conditions.

The General Conditions govern all sections of the specifications and are as binding as if repeated herein. The General Conditions shall apply in full to each Separate Contract Awarded.

END OF SECTION 00 42 00

SECTION 00 43 00

BID FORM

TO: Union County Public Schools

AT: West Welch Reed Engineers, Inc  
5417 Ball Camp Pike  
Knoxville, TN 37921.

PROJECT: BID 0110 – HVAC FOR 4 CLASSROOMS  
AT MAYNARDVILLE ELEMENTARY

A. The Bidder acknowledges in submitting this bid that:

1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes his bid in accordance therewith.
2. Information Available to Bidders, identified in 002100 series documents in the Bidding Requirements, were prepared solely for Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information or any purposes is entirely the responsibility of the using party.
3. The required Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
4. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
5. The Bidder's status, as defined in Chapter 1390-1-1 of the rules of the State Building Commission is:

(Yes or No \_\_\_\_\_ The Bidder and/or any of the Bidder's employees, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.

6. This Bidder has received the following addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

BID FORM continued  
for the project titled:

BID 0110 – HVAC FOR 4 CLASSROOMS  
AT MAYNARDVILLE ELEMENTARY

7. The person who signs on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.

B. This Bidder agrees to:

1. Honor this bid for a period of sixty (60) days following the date of the schedule opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and furnish bond(s) and certificates(s) of insurance as required.
3. Accomplish the Work in accordance with the Contract Documents.
4. Achieve Substantial Completion of the Work 120 calendar days from and including the date stipulated in the Notice to Proceed.
5. Accept the conditions for Liquidated Damages in the amount of \$500.00 per calendar day.
6. Include a Contingency Allowance of \$5,000.00 for use upon the Owner's instructions.

BASE BID:

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amounts in both words and figures):

\_\_\_\_\_ and \_\_\_\_ /100th Dollars

\$ \_\_\_\_\_

MAYNARDVILLE ELEMENTARY SCHOOL

BID FORM

HVAC FOR 4 CLASSROOMS

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BID FORM continued  
for the project titled:

BID 0110 – HVAC FOR 4 CLASSROOMS  
AT MAYNARDVILLE ELEMENTARY

Submitted by:

Authorized  
signature \_\_\_\_\_ Date \_\_\_\_\_

Name and title:  
(Type or Print) \_\_\_\_\_

On behalf of:  
(Name of Bidder) \_\_\_\_\_

Bidder's address:  
(Please give Street  
and Mailing address  
if different) \_\_\_\_\_  
\_\_\_\_\_

Bidder's  
Telephone Number: \_\_\_\_\_

SECTION 00 44 00

AIA A201 SUPPLEMENTARY CONDITIONS

MODIFICATIONS TO AIA A201, AUGUST 1997 EDITION

The following supplements modify, change, delete from or add to the AGeneral Conditions of the Contract for Construction®, AIA Document A201, Fifteenth Edition, 1997, hereinafter referred to as the General Conditions. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplementary provisions, the unaltered provisions of that Article, paragraph, subparagraph, or clause shall remain in effect.

1.0 ARTICLE I - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Add the following new paragraph 1.1.8:

1.1.8 DEFINITIONS

AProvide® or AProvided® as used in the Contract Documents require the furnishing and installing of a thing, product, system or the like.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following sentence to paragraph 1.2.2:

1.2.2 Description of the work paragraphs of the Sections, as an expansion of the Section title, set forth a brief indication of the principal work included in the Section but do not limit the work to subjects specifically mentioned nor do they supposed to list all work that may be included.

Add the following paragraph 1.2.4:

1.2.4 If there is any conflict 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, greatest quantity, and greatest expense shown or specified be included by the Contractor in his estimates and the Architect shall rule as to the material or process furnished. 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. Discrepancies and/or conflicts shall be submitted to the Architect in writing for clarification before the Contractor's Bid is submitted. This shall be done at least 7 days before bids are to be opened so that an addendum may be issued if necessary. Should discrepancies or conflicts be discovered, after the work has started, the Contractor shall report same to the Architect immediately, and no work connected with the discrepancies or conflicts shall be undertaken until the Contractor and the Architect agree on the clarification thereof.

2.0 ARTICLE 2- OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Refer to paragraph 2.2.5: Delete this paragraph in its entirety and add the following in lieu thereof:

2.2.5 The General Contractor shall be furnished two (2) sets of drawings and project manuals by the Owner. Any additional drawings and/or other documents which may be desired may be obtained from the Architect at the cost of reproduction. All drawings and all other documents furnished to the Contractor shall be subject to the provisions of Article 1.3.

Add the following after 2.4.1

## 2.5 OWNER RESPONSIBILITY

2.5.1 The Owner shall have no responsibility for nor control of means, methods, techniques, procedures, or coordination of any portion of the Work under this Contract. The Owner reserves the right to have input into certain aspects of the Project such as schedule and sequencing of the Work.

## 3.0 ARTICLE 3 .CONTRACTOR

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

Add the following to paragraph 3.2.2: 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.

### 3.4 LABOR AND MATERIALS

Add the following to paragraph 3.4.3: All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring first class results. Materials and/or workmanship not in compliance with the drawings and specifications and/or improperly installed shall be removed and replaced at no change in the Contract Price.

Add the following new paragraphs to 3.4:

3.4.4 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), American Society for Testing and Materials (ASTM), a Federal Specification, a trade association standard, or other similar standard, shall conform to the requirements in the latest revision thereof and 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.

3.4.5 The standards referred to, except as modified in the specifications, 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 can be obtained.

3.4.6 Were material or work is specified by reference to conform to standards such as those listed in 3.4.4 above, or to codes or other 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.

3.4.7 Decisions heretofore made concerning the equivalence or equality of materials, supplies, and equipment furnished or incorporated in other projects, completed or under construction, for the Owner or the Architect, shall not be considered as precedents or criteria and shall have no bearing or influence on the question of equivalent, equal, or comparable materials, supplies, and equipment for this Project.

3.4.8 Products are generally specified by reference standard as identified in 3.4.3, and/or by manufacturers name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed but may not substitute other except as provided in Para 3.4.8 below or where indicated within the specific specification. Manufacturers listed within specific specification sections may not produce standard products which comply fully with the requirements of the contract documents. In such cases, the manufacturer shall provide special/modified products which comply fully with the specified requirements, or be deleted from the list of approved manufacturers.

When only one product and manufacturer is specified, this is the basis of the Contract, without substitution or exception.

3.4.9 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified, under the following conditions:

a. The request is accompanied by complete data on proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references, and samples where applicable, and an itemized comparison of the proposed substitution with the products specified with data relating to Contract time schedule, design, and artistic effect where applicable, and its relationship to any separate contracts.

Provide information on >Substitution Information Form@ included under Instruction to Bidders.

b. The request is accompanied by accurate cost data on the proposed substitution in comparison with the product specified, whether or not modification of the Contract sum is to be a consideration.

3.4.10 The Architect shall be the final judge for the acceptance of the substitution. No substitution shall be made without authorization in writing, and no substitution shall be considered after the award of the contract unless:

- (a) It is considered to be in the best interest of the Owner, or
- (b) because of materials and equipment specified or previously approved which have become unavailable because of circumstances beyond the control of the Contractor.

Provided further that, in the first case, request for substitution has been submitted by the Contractor within 30 calendar days after the award of the contract.

3.4.11 Substitutions will not be considered if:

- (a) They are indicated or implied on Shop Drawings, Product Data, or Sample submissions without the formal request required in Para. 3.4.4 above; or
- (b) for their implementation they require a substantial revision of the Contract Documents or work of the owner or separate Contractor in order to accommodate their use.

3.4.12 The burden of proof of the merit of any proposed substitute is upon the proposer. The decision of approval or disapproval of the Architect shall be final.

3.4.13 If approved substitutions require changes in other materials, equipment, or work, such required changes shall be made without additional cost to the Owner.

3.4.14 By making request for substitutions based on the provisions hereinbefore set forth in this section, the Contractor:

- a. represents that he has personally investigated the proposed substitute and determined that it is equal or superior to the specified product in all respects;

- b. represents that he will provide the same warranty for the substitute that he would for that specified.
- c. waives all claims for additional costs related to the substitute which may subsequently become apparent; and
- d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

### 5.3 SUB-CONTRACTUAL RELATIONS

Add the following paragraphs to 5.3:

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 to subcontractors only through the General Contractor and all shop drawings, samples and correspondence from the Subcontractors shall be submitted only through the General Contractor.

5.3.3 Insofar as it does not affect the quality of workmanship or materials, the General 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.

## 7.0 ARTICLE 7- CHANGES IN THE WORK

## 7.1 GENERAL

Add the following new paragraph to 7.1:

7.1.4 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 include, but not be limited to, a complete itemization of costs including labor, materials, and subcontracts on a form approved by the architect. Where major cost items involve Subcontracts, they shall also be itemized. In no case shall work over \$500.00 be approved without such itemization. Contractor or Subcontractor quoting extra work to be performed by their own forces shall be limited to 10% overhead and 5% profit. Contractor quoting extra work to be performed by their Subcontractors shall be limited to 5% profit on the amount due Subcontractor. If a change results in a credit to the Owner from the Contractor or the Subcontractor, the credit amount shall be net cost without crediting the overhead and profit.

## 7.3 CONSTRUCTION CHANGE DIRECTIVES

Make the following changes to Article 7.3:

In paragraph 7.3.3.3, delete the words Aa mutually acceptable fixed or percentage fee@ and insert in their place the words Aoverhead and profit as stipulated in paragraph 7.1.4@.

In paragraph 7.3.6, delete the words Aa reasonable allowance for overhead and profit,@ and insert in their place the words Aoverhead and profit as stipulated in paragraph 7.1.4.@

## 8.0 TIME

### 8.3 DELAYS AND EXTENSION OF TIME

In paragraph 8.3.1, after the words "Contract Time", change "shall" to "may".

Delete Paragraph 8.3.2 and substitute the following:

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.7 CLAIMS FOR ADDITIONAL TIME.

Delete the period at the end of Paragraph 8.3.3 and add the following:

A, except that the Contractor's sole remedy for delay, whether caused by an act or neglect of the Owner or Architect, or an employee of either, or of a separate contractor employed by the Owner, or any other reason as enumerated in Paragraph 8.3.1, shall be an extension of time.

## 9.0 ARTICLE 9- PAYMENTS AND COMPLETION

### 9.2 SCHEDULE OF VALUES

Amend paragraph 9.2 by the addition of the following:

9.2.2 The Schedule of Values and the Application for Payment shall be in the form of AIA G 702 or such alternate form as the Owner may approve.

### 9.3 APPLICATIONS FOR PAYMENT

Add the following at the end of paragraph 9.3.2:

The Owner and Architect reserve the right to request additional information including, but not limited to, invoices for stored materials.

Furnish a separate Certificate of Insurance covering the full value of any materials stored off site and subsequent transportation to the job site. The Owner shall be named insured on the Certificate of Insurance.

Refer to Article 9.3, and add the following paragraphs:

9.3.1.3 The Contractor shall submit his application for payment as directed in the Project Manual and/or as agreed upon in the Contract for Construction. The Owner shall make progress payments as set forth in the Contract, with 10% being retained to assure faithful performance of the contract. If the manner of completion of the work and its progress remains satisfactory to the Owner, and in the absence of other good and sufficient reasons, for each work category shown to be 50 percent or more complete in the Application for Payment, the Owner will, without reduction of previous retainage and with written consent of Contractor's surety, certify remaining progress payment for that category to be paid in full. In no case shall the retained amount be less than the 5% of the total contract price, however.

9.3.1.4 The full contract retainage may be re-instated if the manner of completion of the work and its progress do not remain satisfactory to the Architect and Owner, or if the Surety withholds or withdraws his consent, or for other good and sufficient reasons.

9.3.1.5 Upon the Architect's acceptance of substantial completion of the entire work, including all prerequisites to substantial completion listed in Section 01700 of the specifications, all retainage less a sum sufficient to cover all incomplete work and unsettled claims may be released to the Contractor.

9.3.1.6 Beginning with the second Application for Payment, the contractor shall verify that he has paid all subcontractors and major material suppliers that amount drawn on the previous payment for their respective areas of work.

9.3.1.7 The Contractor may apply for payment for materials covered with adequate insurance and suitably stored in approved off-site location on the date of request. Sufficient notice shall be given to the Architect to permit inspection of the material prior to approval of application.

#### 9.6 PROGRESS PAYMENTS

Add the following to paragraph 9.6.1:

Unless otherwise provide in the Agreement, the Owner will make progress payments to the Contractor as soon as possible after the 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 and properly stored on the site shall be given consideration.

#### 9.10 FINAL COMPLETION AND FINAL PAYMENT

In paragraph 9.10.2, change Aand (5)@ to read Aand (6)@, and add a new clause (5) as follows:

A, (5) all Certificates of Insurance required by the Contract Documents and Authorities having jurisdiction,@

In paragraph 9.10.2, delete the words Aif required by the Owner@, and at the end of the sentence add the following: Contractor's affidavit of release of liens and a waiver and release of lien from each subcontractor and material supplier shall be submitted.

#### 9.11 LIQUIDATED DAMAGES

Add Article 9.11 LIQUIDATED DAMAGES and the following paragraphs following paragraph

9.10.5.

9.11.1 Time being of the essence, the contractor further agrees the conditions for liquidated damages in the amount set forth in the Contract Documents for each calendar day in excess of the allotted time for Substantial Completion, or any approved extension thereof, the parties agreeing that the amount of damages resulting from delay would be uncertain and difficult to prove, and further agreeing that such liquidating damages set forth in the Owner-Contractor Agreement are a reasonable estimate of those damages which could result from a delay.

9.11.2 If, at the end of 30 days following the date of Substantial Completion, unless otherwise

stipulated in the Certificate of Substantial Completion, the project is not 100% complete, the Liquidated damages shall accrue until such time that 100% completion is achieved.

The amount of Liquidated Damages per calendar day for this second period shall be 50% of that originally set forth in the Contract Documents.

## 10.0 PROTECTION OF PERSONS AND PROPERTY

### 10.2 SAFETY OF PERSONS AND PROPERTY

To subparagraph 10.2.4, add the following sub-subparagraph 10.2.4.1:

10.2.4.1 Whenever use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary to the performance of the Work, the Contractor shall give appropriately advance notice to the Owner and Architect.

## 11.0 INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

In paragraph 11.1., following the words "Project is located@", insert the words: "and to which the Owner has no reasonable objections,"

To paragraph 11.1.1, add the following new subparagraph, .9:

The liability insurance required by paragraph 11.1.1 shall be on a comprehensive basis, including:

1. Premises -Operations
2. Independent Contractor's Protective

3. Products and completed operations
4. Owned, non-owned and hired motor vehicles
5. Broad form coverage for property damage

Add the following sentence after the second sentence in paragraph 11.1.3:

The words Aendeavor to@ and Abut failure to@ (to end of sentence) are to be eliminated from the Notice of Cancellation provisions of Standard Accord Certificates.

Add the following sub-paragraph 11.1.4.

11.1.4 The Contractor shall maintain throughout the life of this Contract liability insurance written in a comprehensive form, by an insurance carrier with an A-7 Best Rating, satisfactory to the Owner in the following minimum requirements:

1. Workmen's compensation and Employees' Liability:
  - a. Applicable Federal & State: statutory
  - b. Employer's Liability:

Each Accident:	\$500,000
Disease Policy Limit:	\$500,000
Disease - Each Employee:	\$500,000
  - c. Water craft Liability \$1,000,000 if applicable
  - d. Aircraft Liability \$1,000,000 if applicable

2. Comprehensive General Liability (including premises-operations; independent contractor's protection; products and completed operations; broad form property damage, contractual liability):
  - a. Commercial General Liability, occurrence
    1. General Aggregate: \$2,000,000
    2. Products-Comp/OP S Aggregate: \$1,000,000
    3. Personal and Advertising Injury: \$1,000,000
    4. Each Occurrence \$1,000,000
    5. Fire Damage (any one fire) \$50,000
    6. Medical Expense (any one person) \$5,000
    7. Products and completed operations to be maintained for one year after final payment.
    8. Property damage liability insurance shall provide X, C, and U coverage and coverage for any special hazards such as blasting, underground hazards, including broad form property damage.
    9. Provide asbestos removal liability insurance in the amount of \$2,000,000 per occurrence for all renovation and/or additions Projects for hazards of accidental uncovering of unknown asbestos

10. Aggregate shall be specifically applied to this project and shall be so noted on Certificate of Insurance.

3. Personal Injury with Employment Exclusion deleted:

Each Occurrence      \$1,000,000

Annual Aggregate      \$2,000,000

4. Comprehensive Automobile Liability; any auto, hired autos, non-owned autos:

Combined Single Limit:      \$1,000,000

5. Excess Liability (umbrella), in excess of above coverages:

Each Occurrence:      \$ 1,000,000

Aggregate:      \$ 2,000,000

6. Coverage shall be provided on the property against the perils of flood and earthquake in addition to, and in accordance with, that required in paragraph 11.3.1 of the General Conditions.

Furnish one original and four copies of Certificates (4) of Insurance evidencing the coverages required by 11.1.2 The certificates must include the provisions that the Owner and Architect shall be notified of any changes, deletions, or cancellations of coverage within 30 days of such action. The form of the certificate shall be AIA Document G705, Certificate of Insurance, or a form equal to it in completeness. The Owner shall be named additional insured on all policies except Workmen's Compensation and Automobile Liability Policies, The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

Add the following Subparagraph 11.1.5:

11.1.5 Insurance to be purchased and maintained by the Contractor shall be in a company or companies authorized or permitted to do business in the State in which the project is located. In addition, the insurance company must be acceptable to the Owner. The Certificate(s) of Insurance shall name the Owner and Architect as additional insured on the face of the certificate.

Add the following Subparagraph 11.1.6:

11.1.6 At the contractor's option, liability insurance limits as specified above for each occurrence and annual aggregate may be reduced and excess liabilities increased provided the same maximum units are maintained.

#### 11.4 PROPERTY INSURANCE

11.4.1 Delete Aunless otherwise provided@ in the first sentence.

11.4.1 Delete Awithout optional deductibles@.

11.4.1.3 Delete this paragraph in its entirety and add the following:

Property insurance carried by the Owner shall include a \$1,000 deductible clause for each peril. The \$1,000 deductible shall be the responsibility of the contractor.

#### 11.5 PERFORMANCE BOND AND PAYMENT BOND

Add the following paragraphs to 11.4:

11.5.3 The Contractor shall furnish bonds, each in the full amount of the contract sum for construction, covering (a) the faithful performance of the contract and (b) the full payment of all labor and material costs, in the form of AIA A3 11 or in such other form as the Owner may prescribe or approve. The premium for all such bonds shall be paid for by the Contractor.

11.5.4 Bonds shall be written by a corporate surety acceptable to the Owner, licensed to transact business in the State in which the project is located, and such bonds shall contain dual oblige riders if required by the Owner.

11.5.5 The bonds shall be delivered to the Owner with the executed construction contract. Delivery of such bonds and approval of the same by the Owner shall be a condition precedent to the contract for construction and delivery by the owner of the ANotice to Proceed@ order.

### 13.0 MISCELLANEOUS PROVISIONS

To the Article, add the following paragraph 13.8:

### 13.8 EQUAL OPPORTUNITY

13.8.1 The Contractor shall maintain policies of employment as follows:

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment on account of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

END OF SECTION 00 44 00