PROJECT MANUAL

June 1, 2016

For the Project Titled:

Window Repair
James K. Polk State Office Building
Nashville, Davidson County, Tennessee
SBC No. 529/075-01-2014

Owner:
State of Tennessee
Department of General Services

Designer:
Richard C. Rinks and Associates, Inc.
30 North Jefferson Avenue 38501
Cookeville, Tennessee
Phone: 931-528-5543
Fax: 931-528-5544
Rinks-Consulting.com

BID DOCUMENTS

Designer's Project No: 2743 **Set No.: _____**

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END OF SECTION

INVITATION TO BID

PROJECT: Window Repair
James K. Polk State Office Building
Nashville, Davidson County, Tennessee
SBC No. 529/075-01-2014

DESIGNER: Richard C. Rinks and Associates, Inc.
30 North Jefferson Avenue
Cookeville, Tennessee 38501
Phone: 931-528-5543, Contact: Jason Rinks

BRIEF PROJECT DESCRIPTION: Remove and properly dispose of existing precast caulking and indicated windows, flashing, steel angles and split face CMU. Provide new backer rod and caulk, windows, through wall flashing and reinstall split face CMU.

Bids are invited for a General Contract for the Work of the above project.

A Pre-Bid Conference will be held: **At the Facility on TBA at 1:00 PM Local Time (Central Time).**

Bids sent by mail or courier service should be directed to the attention of

Ms. Penny DiPiazza, Bidding and Contract Officer
William R. Snodgrass Tennessee Tower
Suite 2400, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102

Bids will be received and publicly opened by the Designer on behalf of the State of Tennessee at

William R. Snodgrass Tennessee Tower
Conference Center North, Room 3.126 (Conference Room G)
3rd Floor, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102

Until **1:00 PM Local Time (Central Time), Tuesday, January xx, 2017.**

Bidding Documents may be examined at the Designer's office and at the following Plan Rooms:

McGraw Hill Construction – Nashville, TN
Nashville Contractors Association – Smyrna, TN
Associated General Contractors – Memphis, TN
Reed Construction Data – Norcross, GA

Bidding Documents may be obtained from the Designer in accordance with the Instructions to Bidders upon the Designer's receipt of a certified or cashier's check made payable to the State of Tennessee in the amount per set of **$1,000.00**

Bidders submitting bids equal to or greater than $25,000 in value are required to be licensed in accordance with state law. A statement of public contract crime status and minority business status is required in the Bid Form. A five percent (5%) bid security is required.

The Owner reserves the right to waive informalities and to reject bids.

00 11 16

INSTRUCTIONS TO BIDDERS

BIDDING DOCUMENTS

1.1 Bonafide prime Bidders and major subcontractors may obtain one Bid Pack, including Bidding Documents, Bid Envelope, and Bid Form, in accordance with provisions of the Invitation to Bid.

1.2 Individuals or firms securing Bid Packs become Bidders of Record, are automatically issued subsequent Addenda, and will have deposit refunded upon returning complete Bidding Documents unmarked and in good condition within fifteen (15) days after the scheduled opening of bids. Bidders of Record who do not submit a bid are also required to return the unused Bid Envelope. Upon failure to meet these conditions, deposit shall be forfeited.

1.3 Bidders of record may obtain additional copies of bidding documents at cost from Designer, but costs will not be refundable.

EXAMINATION

2.1 Bidders shall carefully examine site and documents to obtain first-hand knowledge of existing conditions and Work proposed. Copies of standards referenced in Project Manual are available for review through Designer's office.

2.2 Contractor will not be given extra payment for conditions which can be determined by examining site and documents.

QUESTIONS

3.1 Bidders shall submit questions about Bidding Documents to Designer in writing. Replies will be issued to Bidders of Record by Addenda and will become part of Contract Documents. Designer and Owner will not make oral clarifications.

3.2 Questions must be received by Designer at least four (4) calendar days before bid opening date.

3.3 In compliance with Tennessee Code Annotated 12-4-113, no Addenda will be issued less than forty-eight (48) hours of the bid opening, excluding weekends and legal holidays. The exception would be Addenda to extend the bid deadline.

3.4 Normal practice is that no Addenda affecting pricing will be issued less than three (3) calendar days before bid opening date.

SUBSTITUTIONS

4.1 Substitutions before receipt of bids shall be as identified in Conditions and Division 1 specifications. To request pre-bid approval of substitution, data required by Designer for evaluation must be received ten (10) calendar days before date set to receive bids. Acceptable substitutions will be identified in Addenda.

4.2 Bidders submitting bids in reliance upon a substitution when the substitution has not been approved prior to bidding do so at their own risk.

LIQUIDATED DAMAGES AND TIME

5.1 Conditions for liquidated damages are established in the Conditions. Time for completion and amount of liquidated damages are identified in bid form.

LICENSING AND QUALIFICATIONS

6.1 Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A contract will not be awarded to a bidder whose bid is in conflict with state licensing law.

6.2 In compliance with Tennessee Code Annotated Section 50-9-114(a), prospective bidders are advised that the Owner does not operate a certified drug-free workplace program providing for testing.

6.3 Bids submitted for this project shall not include a contractor or subcontractor that is disqualified from participating in State construction projects under the supervision of the State Building Commission. As a matter of public record, the State Architect maintains a list of those that are disqualified, and the Owner endeavors to include a current copy of that list in the bidding requirements for its projects as Information Available to Bidders. Failure to include a current list shall not negate the effect of disqualification.

PRE-BID CONFERENCE

7.1 Pre-bid conference may be held approximately ten (10) days prior to bid opening date at time and place to be announced. Bidders of Record will be notified in writing whether or not a pre-bid conference will be held.

BID FORM

8.1 Make bids on an unaltered Bid Form furnished by the Designer in Bid Pack and duplicated in Project Manual. Submit one original Bid Form. Failure to completely fill out Bid Form may cause bid to be rejected.

8.2 If a Bidder chooses not to bid an alternate, unit price, or base bid in a multiple base bid project, write "no bid" in the space. To indicate availability of an add alternate at no additional charge, write "no charge" in the space. Additional stipulations or qualifications on Bid Form may cause bid to be rejected.

8.3 Bid Form shall be signed by person or persons legally authorized to bind Bidder to Contract and the original, signed Bid Form shall be submitted.

BID SECURITY

9.1 Bid security is required in the amount of five percent (5%) of total amount bid, including alternates, made payable to State of Tennessee.

9.2 Bid Bonds shall be issued by surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current power-of-attorney for attorney-in-fact attached. The original of the Bid Bond and the certified power of attorney shall be submitted.

9.3 Checks shall be certified or cashier's payable in U.S. dollars drawn on a U.S. bank. Bid security submitted in the form of a check is deposited by the Owner until conditions for a refund are met, and then refunded in accordance with normal State requirements for prompt payment. In order to obtain such a refund, the bidder must submit a completed Substitute W-9 Form, using the form of Section 00 54 35, within thirty (30) days of the bid opening. Bid security that has been deposited is valid for the one bid, and is not transferrable to another bid.

9.4 Owner may retain bid security of bidders to whom award is being considered until either (a) Contract has been executed, or (b) specified time has elapsed so that bid is not binding, or (c) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of bid security shall be forfeited to Owner as liquidated damages, not as penalty.

BID SUBMITTAL

10.1 Submit Bid Form, with required attachments, in Owner's Bid Envelope furnished by Designer in Bid Pack. Bidder shall fill in blank spaces on face of Bid Envelope, except blank provided for Designer's approval. When filling in base bid or alternate(s), bid amount in words takes precedence over the numerical amount.

10.2 If work is required by a subcontractor, of an amount that requires a license, list name, license number, expiration date thereof, and license classification of the contractor that will perform that work. Or, if Bidder will perform work in a category listed on the bid envelope with Bidder's own forces, fill in Bidder's name, license number, expiration date thereof, and license classification as appropriate for subcontractor work.

10.3 If no work is required or a licensed contractor is not required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable).

10.4 Bidders are solely responsible for ensuring that bids are received by the time and at the place identified for receipt of bids. A bid sent by mail shall be enclosed in an envelope clearly marked "Bid Envelope Enclosed". Bids received late will be returned unopened. Please note that some State office buildings x-ray incoming mail and parcels. This could delay receipt of a bid reaching its intended destination in a timely manner.

RECEIPT AND OPENING OF BIDS

11.1 Bids will be received and opened at time and place identified in Invitation to Bid.

WITHDRAWAL AND MODIFICATION PRIOR TO CLOSE OF BIDDING

12.1 Bids, once submitted, may be withdrawn or modified before the scheduled opening time only upon receipt of request signed by a person legally authorized to bind bidder to contract. If bid is withdrawn, it may not be resubmitted. Modification to a bid amount may be made as "add" or "deduct" only. Oral, telephonic, telegraphic or electronic mail withdrawal or modification will not be considered. After time and date designated for receipt of bids, bid may not be modified during time period stipulated in Bid Form.

POST-BID WITHDRAWAL OF BID FROM CONSIDERATION DUE TO MISTAKE

13.1 Request to withdraw bid due to mistake must be in writing to Owner, delivered in person or postmarked certified or registered mail not later than twenty-four (24) hours after the time fixed for receipt and opening of bids. Request shall acknowledge that bidder refuses to enter into contract based on bid and intends to submit original work papers, documents, and materials used in preparation of the bid in like manner within five (5) working days following date of bid opening.

13.2 Bidder making such request will be removed from consideration for award of contract; and, a duly appointed review panel shall consider whether forfeiture of bid security should be waived.

CONSIDERATION OF BIDS

14.1 To be considered, bids shall be made in accordance with these Instructions to Bidders. Failure to comply with these bidding requirements may cause bid to be rejected.

14.2 The Owner reserves right to: reject unit prices proposed in a bid without invalidating other portions of bid; reject a bid which does not provide all required unit prices; waive informalities; and, reject any or all bids.

14.3 It is Owner's intent to award a contract, or multiple contracts in the case of multiple base bids, based upon lowest evaluated responsive bid submitted by responsible bidder for base bid plus alternates (if any) taken in order up to, but not to exceed the bid target. If the base bid of all bidders exceeds the established bid target, the low bidder is determined by the lowest base bid submitted by a responsible bidder irrespective of any alternates (if any) bid. When alternates are included in bidding, bid target will be announced at bid opening prior to opening bids. Alternates may be accepted or rejected at Owner's discretion, provided that final combination of base bid and accepted alternates does not change low bidder as established by above method.

14.4 In the event of tie bids, preference will be given to in-state bidder over out-of-state bidder; and, if a tie still exists, successful bidder will be determined by a public coin toss.

14.5 In the case of a multiple base bid, Owner may award a combined contract for the Work of more than one base bid if the same bidder is the successful low bidder on each.

POST BID INFORMATION

15.1 Should a bidder wish to protest a Bid, the bidder shall submit a Protest Bond to the Owner in the amount of five percent (5%) of the protester's bid amount within seven (7) calendar days of the Bid opening. An example of Any Bid protests shall be submitted in accordance with SBC By-laws, Policy and Procedure, Item 18.

15.2 Each Bidder shall be prepared, if requested by Owner or Designer, to present evidence, within ten days of the request, of experience, qualifications, and financial ability to carry out the terms of the contract.

BONDS

16.1 Successful bidder shall provide bonds as required by the Bidding Documents and in accordance with paragraph 11.5.1 of the Conditions and paragraph 17.1 below. Bond forms shall be the State of Tennessee standard bond forms, which are sequenced in Project Manual as listed in Table of Contents. Contract Bond, if required, shall be in the amount of one hundred percent (100%) of the Contract sum. Three-Year Roof Bond, if required, shall be in an amount as stipulated on the Bid Form.

EXECUTION OF THE CONTRACT

17.1 If a Bidder is presented the written Agreement Form for signing, then that Bidder shall deliver to the identified Owner's representative, within five (5) calendar days after presentation, the required number of counterparts of the signed Agreement Form, Contract Bond (if required), Roof Bond (if required), certificates of insurance, and an "Authorization Agreement for Automatic Deposits (ACH Credits) Form".

17.2 For the purpose of computing time, the five (5) days referred to in paragraph 17.1 above commence the day after receipt of the Agreement Form by Bidder. Should the fifth day fall on a State holiday, or weekend, Bidder shall provide required documents as directed no later than the next working day; however, regardless of circumstances or causes for Bidder exceeding delivery time, Owner shall be entitled to either require forfeiture of bid security or to add for each day the Bidder exceeds the five (5) day period a corresponding extra day in which to return a fully executed contract, which return will be considered effectuated by mailing Agreement to the Contractor within the required time plus any extensions provided herein.

AWARD OF THE CONTRACT

18.1 Presentation of Agreement Form by Owner to Bidder for signature does not constitute award of Contract. Contract shall not be considered awarded until Bidder has received a fully executed Agreement.

PARTICIPATION OF DIVERSITY-OWNED BUSINESSES

19.1 It is the express desire of the State Building Commission to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition or renovation of State projects under the jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this state.

19.2 It is a requirement of all successful bidders on projects under the jurisdiction of the State Building Commission that they report to the Owner the names and amounts of contracts entered into with "Disadvantaged or Diversity-Owned Businesses" on their contract with the Owner in order for the Owner to collect data on such participation.

END OF INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

MODIFICATIONS

to the

INSTRUCTIONS TO BIDDERS

Following supplements modify, change, delete from or add to Instructions to Bidders. Where an Article, Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Instructions to Bidders, unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

STREAM Std Instructions to Bidders

LICENSING AND QUALIFICATIONS

(Add paragraph 6.4, 6.5 and 6.6 to read as follows:)

6.4 For work associated with underground storage tanks, responsible Bidder or Bidder's subcontractor for performing such work shall be approved by the Tennessee Department of Environment and Conservation, Division of Underground Storage Tanks, as a "Corrective Action Contractor" (CAC).

6.5 For work associated with abatement of lead-based paint, responsible Bidder or Bidder's subcontractor for performing such work shall be certified by the Tennessee Department of Environment and Conservation, Division of Solid Waste Management, Lead Hazard Program.

6.6 For work associated with abatement of asbestos containing materials, responsible Bidder or Bidder's subcontractor performing such work shall be certified by the Tennessee Department of Environment and Conservation, Division of Solid Waste Management, Toxic Substances Program.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

HAZARDOUS MATERIALS DATA

HAZARDOUS MATERIALS INVESTIGATION AND REPORT:

A. An investigation has been performed at the project site to determine the presence and probable extent of hazardous materials in the existing building materials. This investigation was conducted, and a report obtained, solely for design purposes and is not a part of the Contract Documents.

B. The use and interpretation of this information is entirely the responsibility of the using party. The Owner is not responsible for variations in the actual composition of existing materials. Bidders shall decide for themselves the character and quantities of the material to be encountered.

C. The report of the findings of this investigation is on file in the Designer's office, and may be reviewed there by any prospective Bidder of Record. Bidders must call ahead to schedule an appointment.

END OF SECTION

DISQUALIFIED CONTRACTORS AND SUBCONTRACTORS

LISTING OF DISQUALIFIED CONTRACTORS AND SUBCONTRACTORS:

1. These contractors and subcontractors are disqualified from participating in State construction projects under the supervision of the State Building Commission for the duration of the dates indicated. Such disqualification extends to succeeding or related corporations, partnerships, joint ventures, and other business organizations having substantial factual or legal connections, continuity, or identity with those that have been disqualified.

2. This list originates from the State Architect, and is deemed accurate as of the date of its issue, and may also be viewed on the Finance and Administration Web page at http://www.tn.gov/finance/OSA/contractorsInfo.shtml a more current list may be available.

3. Debarment of a contractor or sub-contractor by any other state agency may be cause for debarment of award of a contract on projects under the jurisdiction of the State Building Commission. A listing of debarred contractors for the Central Procurement Office, Department of General Services, can be obtained through their office.

There are currently no disqualifications in effect.

END OF SECTION

BID FORM

BID TO: STATE OF TENNESSEE

For the Project Titled: Window Repair
James K. Polk State Office Building
Nashville, Davidson County, Tennessee
SBC No. 529/075-01-2014

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 this bid in accordance therewith.

2. Information Available to Bidders, identified in **003000** 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 for any purposes is entirely the responsibility of the using party.

3. Contractors and Subcontractors that have been disqualified from participating in State Building Commission projects have not been included in this bid, and will not be allowed to perform work under the contract that may result.

4. This Bidder shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.

5. The required Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.

6. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.

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

8. This Bidder's status, as required by State Building Commission Policy and Procedures, is:

_____ (True or False) — The Bidder and/or any of the Bidder's employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled no lo contendre to any contract crime involving a public contract.

9. This Bidder's status, as required by State Building Commission Policy and Procedures, is:

_____ (Yes or No) — Bidder is a "Certified Diversity or Disadvantaged Business Enterprise," Women Business Enterprise, Small Business Enterprise, Minority Business Enterprise, or Service-Disabled Veteran Business Enterprise per TCA §12-3-1102.

If "Yes", then check the applicable Box and name the Certifying Agency.

- ☐ Woman Business Enterprise
- ☐ Small Business Enterprise
- ☐ Minority Business Enterprise
- ☐ Service-Disabled Veteran Business Enterprise

Certifying Agency: _____

10. This Bidder has received the following addenda:

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

For the Project Titled: Window Repair
James K. Polk State Office Building
Nashville, Davidson County, Tennessee
SBC No. 529/075-01-2014

B. This Bidder agrees to:

1. Honor this bid for a period of sixty (60) days following the date of the scheduled opening of bids.

2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance, bonds, and other documents related to the contract as required by the Bidding Documents.

3. If required by the Bidding Documents, furnish Three-Year Roof Bond in the amount of:
Not Required

4. Accomplish the Work in accordance with the Contract Documents.

5. Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day.

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	365 Days	$ 200.00 Per Day

6. Complete the Work of this project for the lump sum of:

BASE BID:

_____ And _____/ 100ths Dollars

(Amount shown in both words and figures) $_____

7. Include work of the following Alternate as specified (See Section 01 23 00) for the additional amounts listed:

ALTERNATE 1: N/A

_____ And _____/ 100ths Dollars

(Amount shown in both words and figures) $_____

ALTERNATE 2: N/A

_____ And _____/ 100ths Dollars

(Amount shown in both words and figures) $_____

ALTERNATE 3: N/A:

_____ And _____/ 100ths Dollars

(Amount shown in both words and figures) $_____

BID FORM continued

For the Project Titled: Window Repair
James K. Polk State Office Building
Nashville, Davidson County, Tennessee
SBC No. 529/075-01-2014

8. Propose the following Unit Prices and include the total calculated value (i.e., the Base Quantity indicated in **Section 01 22 19** multiplied by proposed Unit Price) of each Unit Price in the bid amounts above and agree to their use in the construction contract, if accepted by Owner.

UNIT PRICES:

Item	Name	Unit Price	Unit
1.	New Caulking	$_____	per l.f.
2.	New double caulking	$ _____	per l.f.

Submitted by:

Authorized Signature _____ Date _____

Name _____ Title _____

On behalf of:
(Name of Bidder) _____

Federal Employer Identification Number (EIN) _____

Address
(Street & Mailing Address) _____

_____

_____

Telephone No. _____ Facsimile No. _____

Email _____

AGREEMENT FORMS

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. Form of Agreement will be that shown as document **00 52 13** of this project manual, and will be filled out as indicated below.

B. The following information and provisions will be filled in prior to the presentation of the Agreement form to Contractor by Owner.

1. Contracting Agency, Contractor, Project, and Designer will be identified on page one.

2. A full enumeration of the Contract Documents which make up the Agreement will be provided in Article 1.

3. Provisions for Contract Time and Liquidated Damages will be incorporated in Article 2.

4. The Contract Sum and the basis upon which it is determined, and Unit Prices proposed as a part of the successful bid which are accepted by the Owner, will be stated in Article 3.

5. The signature page will provide for a single signature by the Contractor, and will provide for the several signatures on behalf of the Owner as required by law and policy.

C. Date of Agreement will be filled in by Owner when last signature is affixed. Last signature will be by Owner.

END OF SECTION

STATE OF TENNESSEE
Real Estate Asset Management (STREAM)

Standard Form of Agreement Between Owner and Contractor

where the Basis of Payment is a
STIPULATED SUM

Use only with the coordinated documents identified in the current
Designers' Manual
for projects of the State Building Commission of Tennessee

AGREEMENT

made as of the day of in the year of
Two Thousand and

BETWEEN the Owner: **STATE OF TENNESSEE**
via the Contracting Agency:

and the Contractor:

the Project:

the Designer:

The Owner and the Contractor agree as set forth below.

ARTICLE 1
THE WORK AND THE CONTRACT DOCUMENTS

1.1 The Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.

1.2 The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.

1.3 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

1.4 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed;
and, subject to authorized adjustments, Substantial Completion shall be achieved

2.2 Liquidated Damages, as set forth in paragraph 9.12 of the Conditions, are

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

3.2 The Contract Sum is determined as follows:

3.3 The following Unit Prices will be used as specified:

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This Agreement entered into as of the day and year first written above as witnessed:

BY CONTRACTOR:

Signature: _____

Name: _____

Title: _____

AND BY OWNER: STATE OF TENNESSEE

APPROVED: _____
The State Architect, State Architect *(All Contracts)*

APPROVED: _____
The Commissioner of General Services *(All Contracts that are not Department of Military)* or The Adjutant General, Military *(All Department of Military Contracts)*

APPROVED: _____
The Comptroller, Comptroller of the Treasury
for compliance with policy and statute *(Required if Contract Amount is over $100,000)*

APPROVED: _____
The Attorney General, Attorney General
for form and legality *(Required if Contract Amount is over $500,000)*

END of AGREEMENT FORM for the Project titled:

AUTHORIZATION AGREEMENT
FOR
AUTOMATIC DEPOSITS
(ACH Credits)
FORM

REFERENCES

A. Refer to paragraph 17.1 of Instructions to Bidders.

B. Refer to paragraph 9.11 of the Conditions of the Contract.

FORM

Use the "Authorization Agreement for Automatic Deposits (ACH Credits) Form" which will be provided by the Owner at the time of presentation of the Agreement form for signing. A copy of this form is provided immediately following this page for information purposes only.

COMPLETION OF FORM

A. Fill out the form in its entirety:

B. Inquiries regarding completion of the form should be made to:

State of Tennessee, Department of Finance and Administration
Office of Business and Finance (615) 741 - 2590

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION

ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME _____

Federal Identification Number or Social Security Number _____
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (*select type of account*) _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

****

Do you currently receive payments from the State through ACH?_____ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State?_____ (Yes or No). If yes, please specify the account that should be changed: ABA No._____ Account No._____.
Is this authorization only for certain types of payments?_____ (Yes or No). If yes, please indicate types:

_____

_____

_____

****

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: _____ Phone No. _____

****

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____
(Please print names of authorized account signatory)

DATE _____ SIGNED X _____ SIGNED X _____

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:

_____

_____

_____

_____

Contact name: _____

Telephone no.: _____

FA-0825
(Rev. 4/96)

00 54 33

SUBSTITUTE W-9 FORM

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

1. Complete general information:

Taxpayer Name _____ Phone Number _____

Business Name (if applicable) _____

Address _____

City _____ State _____ ZIP Code _____

2. Circle the most appropriate category below: (circle only one)

1) Individual (not an actual business.)
2) Joint account (two or more individuals.)
3) Custodian account of a minor.
4) a) Revocable savings trust (grantor is also trustee.)
   b) So-called trust account that is not a legal or valid trust under state law.
5) Sole proprietorship (using a social security number for the taxpayer ID.)
6) Sole proprietorship (using a federal employer identification number for taxpayer ID.)
7) A valid trust, estate, or pension trust.
8) Corporation.
9) Association, club, religious, charitable, educational, or other not-profit organization (for entities that are exempt from federal tax, use category 13 below).
10) Partnership.
11) A broker or registered nominee.
12) Account with the U.S. Department of Agriculture in the name of a public entity that receives agricultural program payments.
13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 50(c)3 entities).

3. Fill in your taxpayer identification number below: (complete only one)

1) If you circled number 1 - 5 above, fill in your Social Security Number:

   ☐☐☐ - ☐☐ - ☐☐☐☐

2) If you circled number 6 - 13 above, fill in your Federal Employer Identification Number (EIN):

   ☐☐ - ☐☐☐☐☐☐☐

4. Sign and date the form:

Certification – Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. If I circled category 13 above, I also certify that my agency or organization is tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

Signature _____ Date _____

Print Name _____ Title _____

00 54 35

SECTION 00 54 43
RETAINAGE ESCROW INITIATION

PART 1 - GENERAL

1.01 Basic Requirements

A. Retainage escrow requirements are mandated by Chapter No. 340 House Bill No. 966 Public Acts of 1985 which was passed by the Tennessee General Assembly.

B. Conditions of Contract, in accordance with State law, require retainage to be deposited into an interest- bearing escrow account if the Contract Sum Five Hundred Thousand and no/100ths Dollars ($500,000) or greater. Compliance is mandatory and cannot be waived.

C. Failure to have the escrow account operational by the time of the contractor's second application for payment can result in delay of payment or inability of the Owner to make payment. Any such delay or inability to pay will not be grounds for relief under the prompt payment statutes.

1.02 The banking institution handling the retainage escrow account must be in an appropriate custodial care agreement with the State Treasurer. If not already in such an agreement, a banking institution can request such an agreement from the State Treasurer, subject to meeting eligibility requirements of TCA section 12-4-108(c).

1.03 Getting Started

A. Shortly after award of Contract, the Tennessee Department of Finance and Administration (F&A) will send the Contractor the latest information for starting the account. This information typically includes:

1. Procedural guide,
2. Forms, including the basic application, colloquially referred to as "Form A", and
3. List of banks that currently have agreements with the State to host retainage escrow accounts.

B. Getting help

1. The instructions from F&A will include a name and phone number to call for help:

a. If the Contractor needs help completing Form A, and
b. If the Contractor plans to use a lending institution that does not have a current agreement with the State for hosting retainage escrow.

2. At the time this standard specification is written (see bottom left of page) the contact person for help in setting up new escrow accounts and completing Form A is Mary Mansour at (615)741-1317.

C. To avoid delays in setting up the escrow, and possible delays in payment, do not wait to be contacted by F&A as described above. Instead, if the Contract Sum is Five Hundred Thousand and no/100ths Dollars ($500,000) or greater, upon award of the Contract, please have the escrow bank complete, execute, and send the original wet-signature Form A to:

ATTN: Mary Mansour
Tennessee Department of Finance and Administration
Office of Business and Finance
Suite 2000 William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville TN 37243-0294

1.04 A sample of Form A is provided on page 2 of this Section.

FORM A

APPLICATION FOR THE SUBSTITUTION OF SECURITIES FOR ALL AMOUNTS RETAINED ON STATE BUILDING COMMISSION CONSTRUCTION CONTRACTS

Date: _____

RE: Contract Number: _____
Project No.: _____
Location: _____
_____

Dear State Building Commission:

Pursuant to the provisions of Tennessee Code Annotated, Sections 12-4-108,

Contractor's name and address as appearing on construction Contract:	

hereby requests that whenever payment for which certain amounts are retained by the State Building Commission as determined by the subject construction contract, the amount so retained be substituted for approved securities, as designated by the Tennessee State Treasurer.

The undersigned Contractor hereby appoints _____
(Name of Banking Institution)

located at _____ to be its
(Complete Address of Banking Institution)

agent and attorney-in-fact to receive all amounts retained by the State Building Commission under the provisions of the subject construction Contract and to purchase Retainage Securities of the following type:
_____
(Description)

The appointed Banking Institution, as indicated by the acceptance signature shown below, agrees to enter or has already entered into a Trust Agreement with the Tennessee State Treasurer to act as custodian and servicing agent of Retainage Securities and to perform all assigned duties and responsibilities with respect thereto as set forth in the Trust Agreement, which is herein incorporated by reference.

Very truly yours,

_____ _____
(Signature of Authorized Representative of Contractor) *(Title)*

ACCEPTED:

_____ _____
(Signature of Authorized Officer of Banking Institution) *(Title)*

CONTACT PERSON (BANK) _____
PLEASE PRINT

PHONE NUMBER _____

END OF SECTION

CONTRACT BOND

TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

BOND NO. _____

Know all men by these presents: that we

(hereinafter called the "Principal") and

hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

(hereinafter called the "Owner"), and in the penal sum of

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:

Whereas, the Owner has engaged the principal for the sum of

to complete the Work of the project titled:

as more fully appears in a written agreement or contract bearing the date of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20____.

Executed in _____ counterparts.

Witness:

_____	_____
(name of Principal)	*(name of Surety)*
_____	_____
(authorized signature)	*(signature of Attorney-in-fact)*
_____	_____
(name of signatory)	*(name of Attorney-in-fact)*
_____	_____
(title of signatory)	*(Tennessee license number of Agent or Attorney-in-fact)*
	_____
	(countersignature of resident Agent if not same as Attorney-in-fact)

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

SECTION 00 65 01
NON-USE OF ASBESTOS CONTAINING MATERIALS AFFIDAVIT - CONTRACTOR

STATE OF TENNESSEE

COUNTY OF: _____

Project Name: _____

SBC Project No.: _____

By the signature below, the signatory for the Contractor certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm providing Construction Services for this project, including Subcontractors, have utilized materials, procedures or processes that knowingly or intentionally contain asbestos materials.

Signature: _____ Printed Name: _____

Title: _____ Company: _____

Date: _____

State of Tennessee,
County of _____

Sworn to and subscribed before me on the _____ day of_____, 20___ by

_____ the undersigned authority on behalf of said Contractor.
(name/signature of signer)

_____ _____
Notary Public's Signature Printed Name

My commission expires: _____

(Personalized Seal)

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General Conditions of the Contract for Construction

~~for the following PROJECT:~~
~~(Name and location or address):~~
all State of Tennessee, Department of Finance and Administration
General Work
RPA 00 72 13 July 2009

THE OWNER:
~~(Name, legal status and address):~~State of Tennessee, Department of Finance and Administration

THE ~~ARCHITECT:~~
~~(Name, legal status and address):~~

DESIGNER:
as identified in the agreement

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

This document has been approved and endorsed by The Associated General Contractors of America

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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.~~ Designer. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

§ 1.1.2 THE CONTRACT

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

The Project Manual is a volume or set assembled for the Work which may include the bidding requirements, sample forms, Conditions of the ~~Contract and Specifications.~~Contract, schedules, tables, drawings, and Specifications.

§ 1.1.8 PROVIDE OR PROVIDED:

"Provide" or "Provided" as used in Contract Documents includes furnishing and installing a thing, product, system or the like.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

§ 1.2.4 Within the Specifications, the sections of Division One (01) are General Requirements, and apply to all sections of the Specifications.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

§ 1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the ~~Architect~~ Designer shall identify such unsigned Documents upon request.

§ 1.5.2 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.

§ 1.6

~~OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE~~OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the ~~Architect~~ Designer and the ~~Architect's~~ Designer's consultants are ~~Instruments of Service~~ Documents through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the ~~Architect~~ Designer or the ~~Architect's~~ Designer's consultants, and unless otherwise indicated the ~~Architect~~ Designer and the ~~Architect's~~ Designer's consultants shall be deemed the authors of ~~them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service,~~ them. All copies of Documents, except the Contractor's record set, shall be returned or suitably accounted for to the ~~Architect,~~ Designer, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the ~~Architect~~ Designer and the ~~Architect's~~ Designer's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, ~~Architect~~ Designer and the ~~Architect's~~ Designer's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the ~~Architect~~ Designer and the ~~Architect's~~ Designer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the ~~Architect~~ Designer and the ~~Architect's~~ Designer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the ~~Architect's or Architect's~~ Designer's or Designer's consultants' copyrights or other reserved rights.

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.~~ State of Tennessee. The Owner shall designate in writing a

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representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval ~~or authorization.~~ or authorization except as otherwise provided in this subparagraph. For the purposes described in this subparagraph relating to approval of modifications described in Article 7, the signature of the following will constitute the signature of the Owner:

.1 the State Architect or the head of Tennessee Department of Finance & Administration Real Property Administration; and,

.2 the head, or the designee thereof, of the Contracting Agency identified as such in the Agreement if not the Department of Finance and Administration.

Except as otherwise provided in Section 4.2.1, the ~~Architect~~ Designer 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.~~Public construction projects are not subject to mechanics liens in Tennessee. The remedy afforded to laborers and furnishers of material on State projects is referenced in subparagraph 4.4.8.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The ~~Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~Owner's project number constitutes verification that funding has been established as a matter of public record.

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

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

§ 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If ~~the~~ Contractor defaults or neglects to carry out ~~the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within~~

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~~such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall~~ Work in accordance with Contract Documents or fails to fulfill requirements of Contract, then Owner may, after ten (10) days written notice to Contractor and without prejudice to any other remedy that Owner may have, make good such deficiencies. In such case, appropriate modification will be issued deducting from payments then or ~~thereafter due the~~ thereafter-due Contractor the ~~reasonable~~ cost of correcting such deficiencies, including ~~Owner's expenses and compensation for the Architect's~~ costs of Designer's additional services made necessary by such default, ~~neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect.~~ neglect, or failure. Designer will approved both such action and the amount charged to Contractor. If payments then or thereafter due ~~the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the~~ Contractor are insufficient to cover such amount, Contractor shall pay difference to Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.1.4 At the time of bid and award, Contractor shall not be currently disqualified from participating in State construction projects under the supervision of the State Building Commission. Such disqualification extends to succeeding or related corporations, partnerships, joint ventures, and other business organizations having substantial factual or legal connections, continuity, or identity with those that have been disqualified.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the ~~Architect~~ Designer as a request for information in such form as the ~~Architect~~ Designer may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the ~~Architect,~~ Designer, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the ~~Architect.~~Designer.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the ~~Architect~~ Designer in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. ~~The~~ Contractor shall not be liable to ~~the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.~~Owner or Designer for damage resulting from error, inconsistency, or omission in Contract Documents, unless Contractor discovered, or in the exercise of reasonable diligence should have discovered such error,

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inconsistency, or omission and failed to report it to Designer. If contractor performs construction activity when Contractor knows, or should know in exercise of reasonable diligence that the activity involves error, inconsistency, or omission in Contract Documents, Contractor shall assume responsibility for such performance and shall bear the attributable costs for correction.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice and a proposal of corrective changes to the Owner and ~~Architect~~ Designer and shall not proceed with that portion of the Work without further written instructions from the ~~Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.~~Designer.

§ 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. Contractor shall not receive material nor labor from one who submitted a competing general bid for the same Contract and subsequently withdrew, reneged, or otherwise failed to enter into contract.

§ 3.4.2 ~~The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.~~Specified materials, equipment, and systems are essential elements of the Contract. If Contractor desires to use another material, equipment, or system in lieu thereof, Contractor shall request approval in writing and shall submit samples and data as required for Designer's consideration. Designer and Owner will be final judge of acceptability of substitution. No substitution shall be made without authority in writing from Designer. Not later than twenty-one (21) days after award of contract, Contractor shall provide a list showing names of manufacturers proposed for each specified product, and applicable name of installer, whether Contractor or subcontractor. Designer will within fourteen (14) days reply in writing to Contractor stating whether Owner or Designer, after due investigation, has reasonable objection to any such manufacturer or installer. If adequate data on proposed manufacturer or installer is not available, Designer may state that action will be deferred until Contractor provides further data. Contractor shall not make use of a manufacturer, or installer to which Owner or Designer has reasonably objected. Contractor will receive adjustment in Contract Sum, Contract Time, or both for making such change unless objection was based on failure of manufacturer or installer to meet requirements of Contract Documents, in which case neither Contract Sum nor Contract Time shall be adjusted. Failure to object to a manufacturer shall not constitute waiver of requirements of Contract Documents. Products furnished by listed manufacturers must conform to such requirements.

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

§ 3.4.4 Contractor shall disclose existence and extent of financial interests, whether direct or indirect, which Contractor has in proposed subcontractors and material suppliers.

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§ 3.4.5 NON-DISCRIMINATION IN EMPLOYMENT:

§ 3.4.5.1 Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, or national origin as defined in Tennessee Code Annotated (TCA) §4-21-401, et seq., nor because of handicap, in accordance with TCA § 8-50-103.

§ 3.4.5.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to handicap, race, creed, color, religion, sex, age, or national origin, including but not limited to practices in recruitment, recruitment advertising, employment, selection for training or apprenticeship, rates of pay or other forms of compensation, upgrading, demotion, transfer, layoff, or termination.

§ 3.4.5.3 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

§ 3.4.5.4 Solicitations or advertisements for employees placed by or in behalf of Contractor shall state that qualified applicants shall receive consideration for employment without regard to handicap, race, creed, color, religion, sex, age, or national origin.

§ 3.4.6 PREVAILING WAGE SCALE

§ 3.4.6.1 Contractor is required to comply with policies, conditions and rules of the Tennessee Department of Labor pursuant to TCA §12-4-401, et seq, which include that if the Contract Sum exceeds fifty thousand dollars ($50,000.00), Contractor is required to pay Prevailing Wage Scale current in the area of the project to laborers and mechanics employed on the Work, as set forth in said rules, policies, and statute, and to furnish weekly payrolls with the decision number noted on each to the Tennessee Department of Labor.

§ 3.4.6.2 When a Federal Wage Scale will apply to the Project, it will be included in Contract Documents, and Contractor shall pay not less than rates set forth. If both federal and State wage rates apply to project, Contractor shall pay the higher of the two wage scales for each craft or trade.

§ 3.4.6.3 Current Prevailing Wage Scale Determination(s) for this project will have been bound herein, after the Supplementary Conditions, or issued by addendum, if Owner's estimate of the value of Work indicates that it is required. Failure of Owner or Designer to provide current wage scale decision prior to bidding does not relieve Contractor of obligations set forth above.

§ 3.4.6.4 If applicability or values of Prevailing Wage Rates applicable to the project change during the course of the Contract, or differ from those provided in Contract Documents, equitable adjustment in Contract Sum shall be made.

§ 3.4.7 PROHIBITION OF ILLEGAL IMMIGRANTS

§ 3.4.7.1 The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

§ 3.4.7.2 The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of any illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Owner a completed and signed copy of the standard form entitled "Personnel Used in Contract Performance" with each application for payment. This form is provided in the Contract Documents. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

§ 3.4.7.3 Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

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§ 3.4.7.4 The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Owner.

§ 3.4.7.5 The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a Contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a Contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

§ 3.4.7.6 For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

§ 3.4.8 REPORTING OF SUBCONTRACTORS

§ 3.4.8.1 If the total Contract Sum equals or exceeds $100,000 (whether under the terms of the original contract or by Amendment), and the time of performance is more than six (6) months, Contractor shall fully comply with its obligations under Tennessee Code Annotated 50-7-404(g) including but not limited to the subcontractor reporting requirements of subsection (g)(1).

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.6.2 Subparagraph 3.6.1 notwithstanding, if after bids are received or negotiations concluded, the State of Tennessee enacts a change in a sales, consumer, use, or similar state tax for the Work or a portion thereof provided by the Contractor, the Contract Sum shall be accordingly adjusted by appropriate modification or the Owner may make other lawful provision to mitigate the change.

§ 3.6.3 Neither Contract Sum nor Contract Time shall be adjusted for impacts resulting from a change in a tax by a governmental body other than the State of Tennessee, regardless of when the tax is enacted or goes into effect.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 3.7.2 ~~The~~ Except as provided in subparagraph 3.7.5, the Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 ~~It~~ Except as provided in subparagraph 3.7.5, it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith,

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the Contractor shall promptly notify the ~~Architect~~ Designer and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 ~~If~~ Except as provided in subparagraph 3.7.5, if the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the ~~Architect~~ Designer and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.5 This subparagraph applies to any applicable local governmental permit. The Owner is an agency of state government, and as such has sovereign immunity from the laws, ordinances, rules, regulations and lawful orders of local governments within the state; however, the Contractor shall obtain all normal permits whenever possible as if the Owner had no such immunity. If a delay or denial in securing a local permit occurs, the Contractor shall inform the Designer and the Owner of the situation, propose corrective measures, continue to pursue the customary permits, and continue the Work upon approval of the Designer.

§ 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;
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by ~~Change Order.~~ Modification. The amount of the ~~Change Order~~ Modification 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 in sufficient time to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ and designate a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. Contractor shall not change such designation without consent of Owner; and, Owner's consent shall not be unreasonably withheld. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and ~~Architect's~~ Designer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare and keep current, for the ~~Architect's~~ Designer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the ~~Architect~~ Designer reasonable time to review submittals.

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

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§ 3.10.4 SCHEDULING AGENT

At any time during the course of the Work, Owner may provide the services of a Construction Scheduling Agent. If provided, such services will be set forth in the specification of Progress Schedules. If provided, the purpose of such services is to assist in producing a progress schedule for the Work; however, no express or implied guarantee or warrantee is provided by the Owner regarding the suitability of the derived schedules, and the Contractor retains full responsibility for the suitability of the schedules and for conforming to them. Contractor shall cooperate fully in developing a schedule, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

§ 3.10.5 COMMISSIONING AGENT

At any time during the course of the Work, Owner may utilize the services of a Commissioning Agent to have selected building systems commissioned. If utilized, such services and systems will be set forth in the specifications of Commissioning Requirements. If utilized, the purpose of such services is to ensure that all building systems perform interactively according to the design intent as indicated by the Contract Documents and the Owner's operational needs. The Commissioning Agent will direct the commissioning process. Contractor shall cooperate fully in the commissioning process, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

§ 3.10.6 HAZARDOUS MATERIALS AGENT

At any time during the course of the Work, Owner may utilize the services of a Hazardous Materials Agent to perform assessment of possible hazardous materials encountered by the Contractor in performance of the Work. If utilized, such services will be set forth in the specifications of Hazardous Materials Assessment Requirements. If utilized, the purpose of such services is to determine the appropriate course of action to contend with such materials in accordance with the Contract Documents. Contractor shall cooperate fully in the assessment process, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

§ 3.10.7 DISASTER RECOVERY AGENT

At any time during the course of the Work, Owner may utilize the services of a Disaster Recovery Agent to perform emergency disaster recovery services at the project site relating to Contractor performance of the Work, or other circumstances. Time being of the essence, such work will be to mitigate material damages that has occurred with the intent to lessen costs potentially to the Contractor and Owner. Contractor shall cooperate fully in the disaster recovery process, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the ~~Architect~~ Designer and shall be delivered to the ~~Architect~~ Designer for submittal to the Owner upon completion of the Work.

§ 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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the ~~Architect~~ Designer is subject to the limitations of Section 4.2.7. Informational submittals upon which the ~~Architect~~ Designer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the ~~Architect~~ Designer without action.

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§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the ~~Architect~~ Designer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the ~~Architect~~ Designer without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, prior to providing that which is the subject of the submittal and has 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.~~Designer.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the ~~Architect's~~ Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the ~~Architect~~ Designer in writing of such deviation at the time of submittal and (1) the ~~Architect~~ Designer 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~~ Designer'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~~ Designer on previous submittals. In the absence of such written notice the ~~Architect's~~ Designer's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the ~~Architect~~ Designer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the ~~Architect.~~ Designer. The Owner and the ~~Architect~~ Designer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and ~~Architect~~ Designer have specified to the Contractor all performance and design criteria that such services must satisfy. ~~Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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§ 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.

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

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

§ 3.16.1 The Contractor shall provide the Owner and ~~Architect~~ Designer access to the Work in preparation and progress wherever ~~located.~~located, so that each may perform functions and exercise rights under the Contract Documents.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

§ 3.17.1 The Contractor ~~shall~~ shall, subject to approval by the Attorney General of the State of Tennessee with respect to suits or claims against Owner, defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and ~~Architect~~ Designer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or ~~Architect.~~ Designer. However, if the Contractor knows or has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the ~~Architect.~~Designer.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by ~~law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3,~~ law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's~~ Designer, Designer'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),~~ property, including loss of use resulting therefrom, but only to the extent caused by willful or 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 which 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.

§ 3.19 RELATIONS WITH OWNER'S REPRESENTATIVES

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§ 3.19.1 Contractor, subcontractors, material suppliers, and sub-subcontractors shall neither offer nor give a product, service, payment, negotiable instrument, gift, gratuity, or other compensation in connection with this project to a representative or employee of the State of Tennessee, the Designer, or the Designer's consultants without Owner's consent. Evidence of a violation of this requirement may be cause for termination of this Contract.

§ 3.20 PARTICIPATION OF ~~MINORITY~~ DIVERSITY OWNED BUSINESSES

§ 3.20.1 To the extent that the Contractor or a subcontractor is a ~~Minority~~ Diversity-owned Business, the Contractor shall report to the State its own status in this regard and the names and amounts of contracts entered into with ~~minority~~ diversity-owned businesses on State projects in order for the State to collect data on such participation.

§ 3.20.2 "~~Minority~~ Diversity-owned Business" means a business which is solely owned, or at least fifty-one percent (51%) of the assets of outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, religion, ethnic background, sex, or disability.

§ 3.20.3 To be a "~~Minority~~ Diversity-owned Business" for the purposes of this contract, a business must be certified as a "~~Minority~~ Diversity-owned Business" by an agency of the federal government or the government of the State of Tennessee which is normally engaged in the practice of providing such certification.

§ 3.21 SECURITY OF PROTECTED INFORMATION

§ 3.21.1 Contractor is required to comply with policies, conditions and rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, which includes protection of the security of information identified as protected health information (PHI).

§ 3.21.2 If Contractor is notified of the presence of PHI contained in facilities identified in the Work, then Contractor shall transmit such notice to all employees, subcontractors, material suppliers, and other affiliates of the Contractor allowed access to such facilities during the course of the Work.

§ 3.21.3 All individuals notified per the requirements of this paragraph shall not read, examine, remove, or otherwise interfere with PHI. They shall not allow access to PHI, or disclose the contents of PHI, to any other person. All such individuals with knowledge of an unauthorized disclosure of PHI shall notify either an appropriate State official or a manager of the Contractor with responsibility for notifying the appropriate State official.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ~~ARCHITECT~~DESIGNER

§ 4.1.1 ~~The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.~~
"Designer" is the licensed prime design professional or firm lawfully practicing architecture, landscape architecture, or engineering, identified in the Bidding Documents and Agreement form for project. The term "Designer" means the Designer or the Designer's authorized representative.

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

§ 4.1.3 If the employment of the ~~Architect~~ Designer is terminated, the Owner shall employ a new ~~Architect against whom the Contractor has no reasonable objection and~~ Designer whose status under the Contract Documents shall be that of the former ~~Architect.~~Designer.

§ 4.2 ~~ARCHITECT'S ADMINISTRATION OF THE CONTRACT~~DESIGNER'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The ~~Architect~~ Designer will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) ~~with the Owner's concurrence, from time to time~~ at the Owner's request during the one-year period for correction of Work described in Section 12.2. The ~~Architect~~ Designer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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§ 4.2.2 The ~~Architect,~~ Designer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the ~~Architect~~ Designer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ~~Architect~~ Designer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, ~~since these~~ all of which are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The ~~Architect~~ Designer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The ~~Architect~~ Designer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

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

§ 4.2.6 The ~~Architect~~ Designer will have authority to reject Work that does not conform to the Contract Documents. Whenever the ~~Architect~~ Designer considers it necessary or advisable, the ~~Architect~~ Designer will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the ~~Architect~~ Designer 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~~ Designer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The ~~Architect~~ Designer 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~~ Data, and Samples, checking for compliance with the requirements of, and conformance with the intent of, the Contract Documents. The Designer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the ~~Architect's~~ Designer'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~~ Designer'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~~ Designer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ~~Architect,~~ Designer, of any construction means, methods, techniques, sequences or procedures. The ~~Architect's~~ Designer'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~~ Designer will help the Owner prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The ~~Architect~~ Designer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written

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warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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

§ 4.2.11 The ~~Architect~~ Designer 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~~ Designer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the ~~Architect~~ Designer shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the ~~Architect~~ Designer to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the ~~Architect~~ Designer 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 initial decisions, the ~~Architect~~ Designer 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 so rendered in ~~good faith.~~accordance with a reasonable and professional standard of care.

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

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either ~~party~~ party, except claims of Liquidated Damages, must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. If the impact of the condition giving rise to the Claim cannot be fully evaluated, a preliminary notice of a pending claim shall be made within the stated time limit subject to further action in a timely manner. Claims must be initiated by written notice to the ~~Architect~~ Designer and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in ~~Section 9.7.1 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.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract ~~Documents~~ Documents, taking into account that unless otherwise stipulated in Contract Documents, excavations and other subsurface construction activity shall be considered unclassified down to design depth, regardless of substrate and abandoned or inactive infrastructures or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ~~Architect~~ Designer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the ~~Architect~~ Designer 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~~ Designer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the ~~Architect~~ Designer has given notice of the decision. If the conditions encountered are

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materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ~~Architect~~ Designer for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as ~~provided herein shall be given before proceeding to execute the Work.~~ required by the Contract Documents shall be given to the Owner by the Contractor, and written notice received by the Contractor from Owner acknowledging the claim and authorizing construction activity to proceed, before the Contractor shall proceed to execute the construction activity giving rise to the claim; thence, the claim shall be addressed under provisions of paragraph 4.4. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6. Documentation of claims shall conform to the requirements of Article 7.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the ~~Architect,~~ Designer, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the ~~Architect,~~ Designer, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

§ 4.3.7.1 ~~If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the~~ To make claim for an increase in Contract Time, Contractor shall give written notice as provided herein, and include an estimate of cost, which shall be limited to that allowed by 8.3.3, and an explanation of the cause and probable effect on progress of Work. In the case of a continuing ~~delay only one Claim is necessary.~~delay, only one claim is necessary, and Contractor shall subsequently detail the full scope of the delay.

§ 4.3.7.2 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.

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

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

§ 4.3.10 Claims for Consequential Damages. The Contractor ~~and Owner waive Claims against each other~~ waives claims against the Owner 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~~ Contract due to either party's termination in accordance with Article 14, including principal office expenses, the compensation of personnel stationed at the principal office, and any damages 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 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.~~profit.

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§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of ~~Architect.~~ Designer. Claims, including those alleging an error or omission by the ~~Architect but excluding those arising under Sections 10.3 through 10.5,~~ Designer, shall be referred initially to the ~~Architect~~ Designer for decision. An initial decision by the ~~Architect~~ Designer shall be required as a condition precedent to mediation, arbitration or litigation of ~~all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.~~action pursuant to remedies provided by law for claims between Owner and Contractor.

§ 4.4.2 The ~~Architect~~ Designer will review Claims and within ten days of the receipt of the Claim or information preliminary or pursuant to a Claim or a modification to a Claim, and shall 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 ~~Architect~~ Designer is unable to resolve the Claim if the ~~Architect~~ Designer lacks sufficient information to evaluate the merits of the Claim or if the ~~Architect~~ Designer concludes that, in the ~~Architect's~~ Designer's sole discretion, it would be inappropriate for the ~~Architect to resolve the Claim.~~Designer to resolve the Claim. If Designer recommends approval or rejection of the Claim, Owner and Contractor shall have ten (10) days after receipt to protest. If Designer suggests compromise, parties shall have ten (10) days after receipt to protest. If the Designer declines to resolve the claim, the Owner may, but is not obligated to, then take the lead in resolving the claim.

§ 4.4.3 In evaluating Claims, the ~~Architect~~ Designer 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 ~~Architect~~ Designer in rendering a decision. The ~~Architect~~ Designer may request the Owner to authorize retention of such persons at the Owner's expense.

§ 4.4.4 If the ~~Architect~~ Designer requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the ~~Architect~~ Designer when the response or supporting data will be furnished or advise the ~~Architect~~ Designer that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Architect~~ Designer will either reject or approve the Claim in whole or in part.

§ 4.4.5 The ~~Architect~~ Designer will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the ~~Architect~~ Designer shall be final and binding on the parties but subject to mediation ~~and arbitration.~~with the consent of both parties and to remedies as otherwise provided by law.

§ 4.4.6 ~~When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.~~As a matter of law, claims by or against the State of Tennessee are not subject to arbitration.

§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the ~~Architect~~ Designer or 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 ~~Architect~~ Designer or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 ~~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 prior to resolution of the Claim by the Architect, by mediation or by arbitration.~~As a matter of law, the State of Tennessee and its property are not subject to mechanics' and materialmen's liens. Subcontractors, suppliers, and other claimants are protected through

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the Contract Bond as required by TCA § 12-4-201, et. seq., TCA § 4-15-102 (f)(2), and paragraph 11.5 of these Conditions. Specific requirements for notice of claims on the Bond are set forth in TCA § 12-4-205.

§ 4.5 THE STATE OF TENNESSEE IS NOT SUBJECT TO MANDATORY MEDIATION

~~**§ 4.5.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.~~

~~**§ 4.5.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.~~

~~**§ 4.5.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 4.6 THE STATE OF TENNESSEE IS NOT SUBJECT TO MANDATORY ARBITRATION

~~**§ 4.6.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.~~

~~**§ 4.6.2** Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.~~

~~**§ 4.6.3** A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.~~

~~**§ 4.6.4** Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. 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.~~

~~**§ 4.6.5** Claims and Timely Assertion of Claims. 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.~~

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~~**§ 4.6.6** Judgment on Final Award. 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.~~

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, ~~as soon as practicable~~ within twenty-one (21) days after award of the Contract, shall furnish in writing to the Owner through the ~~Architect~~ Designer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The ~~Architect~~ Designer will promptly reply to the Contractor in writing stating whether or not the Owner or the ~~Architect,~~ Designer, after due investigation, has reasonable objection to any such proposed person or entity. ~~Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.~~No construction activity shall be commenced by a person or entity in question until all objections have been resolved. If required, Contractor shall furnish evidence satisfactory to Designer, showing each proposed subcontractor is competent to execute work covered by the subcontract. Subcontractors identified as a part of Contractor's bid for this project shall be used in the capacity listed, unless otherwise approved by the Owner in accordance with State Building Commission policy.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or ~~Architect~~ Designer 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~~ Designer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or ~~Architect~~ Designer has no reasonable objection. If the proposed but rejected Subcontractor was able to meet requirements of Contract Documents and 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 change a Subcontractor, person or entity previously selected if the Owner or ~~Architect~~ Designer makes reasonable objection to such substitute.

§ 5.2.5 Contractor shall not award subcontract to one who submitted a competing general bid for the same Contract and subsequently withdrew, reneged, or otherwise failed to enter into contract.

§ 5.2.6 Contractor shall not allow work under the Contract to be performed by a contractor or subcontractor that has been disqualified from participating in State construction projects under the supervision of the State Building Commission. Such disqualification extends to succeeding or related corporations, partnerships, joint ventures, and other business organizations having substantial factual or legal connections, continuity, or identity with those that have been disqualified. If such a participant is discovered, Contractor shall immediately discontinue the participation and provide a suitable substitute at no additional cost to the Owner, and provide documentation to the Owner of the action taken to comply with this requirement.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 ~~By appropriate agreement, written where legally required for validity,~~ In the written agreement between the Contractor and Subcontractor, the Contractor shall require each Subcontractor, to the extent of the Work to be

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performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and ~~Architect.~~ Designer. Each subcontract agreement shall preserve and protect the rights of the Owner and ~~Architect~~ Designer 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 which 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. In no event shall Subcontractor have any claim against Owner.

§ 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 which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 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. Upon any such assignment, Owner is not responsible for past breaches, monetary or otherwise, of the Contractor.

§ 5.4.3 Assignment is at the option of Owner. The Owner has no duty or obligation to exercise this option, nor is any right created for any subcontractor to expect or rely upon such assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to ~~insurance and waiver of subrogation.~~ insurance. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

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

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

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

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§ 6.2 MUTUAL RESPONSIBILITY

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

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

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of ~~delays,~~ improperly timed construction activities, damage to the ~~Work~~ Work, or defective construction of a separate contractor.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

§ 6.3.1 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~~ Designer 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;~~ Designer; a Construction Change Directive requires agreement by the Owner and ~~Architect~~ Designer 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~~ Designer alone.

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

§ 7.2 CHANGE ORDERS

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

- **.1** change in the Work;
- **.2** the amount of the adjustment, if any, in the Contract ~~Sum;~~ Sum and that the price includes overhead and profit, and represents all direct and indirect costs associated with the change; and
- **.3** the extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 ~~Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.~~Unless otherwise agreed in writing by Owner and Contractor, the method of determining adjustments in Contract Sum shall be by one or more of the methods set forth in 7.3.3, and shall be based on reasonable expenditures and savings as set forth in subparagraph 7.3.6.

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§ 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,~~ Designer, 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 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the ~~Architect~~ Designer 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.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the ~~Architect~~ Designer 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, ~~a reasonable~~ an allowance for overhead and ~~profit.~~ profit in accordance with subparagraph 7.3.10. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the ~~Architect~~ Designer may prescribe, an itemized accounting together with appropriate supporting data. ~~Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:~~

§ 7.3.6.1 Costs for the purpose of this subparagraph 7.3.6 shall be limited to the following:

- **.1** ~~costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;~~Direct Payroll Expense of labor;
- **.2** costs of materials, ~~supplies~~ supplies, and equipment, including cost of ~~transportation,~~ transportation thereof, whether incorporated or consumed;
- **.3** rental costs of machinery and ~~equipment, exclusive of hand tools, whether rented from the Contractor or others;~~equipment rented from others, and not more than eighty percent (80%) of the Associated Equipment Distributors Nationally Averaged Rental Rates for Construction Equipment for machinery and equipment belonging to Contractor;
- **.4** costs of premiums for ~~all bonds and insurance, permit fees, and sales, use or~~ bonds and insurance to the extent required by Contract Documents, permit fees, and sales, use, or other similar taxes related to the Work; and
- **.5** ~~additional costs of supervision and field office personnel directly attributable to the change.~~additional Direct Payroll Expense of superintendence directly attributable to authorized overtime.

§ 7.3.6.2 The following items are "Class 1 Time-Related Expenses", and shall be considered as costs when Contract Time is extended due to additional work or due to a Class 1 cause defined in 8.3, and solely to the extent directly attributable to extension of time. In all other instances, the following items shall be considered fixed costs already included in the general requirements of the Work for the duration of the Contract Time:

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.1 On-site field offices, sheds, phones, sanitary facilities, utilities, drinking fountains, cleaning, safety programs, and other construction facilities and temporary controls not specifically required for additional work;

.2 costs of project superintendence;

.3 Superintendent's and other general use vehicles.

.4 Other general use vehicles, being those requiring a class D, H, or M license, and excluding those requiring a class A, B, or C license, as set forth in the Tennessee Driver Handbook or comparable current successor publication of the Tennessee Department of Safety.

§ 7.3.6.3 Direct payroll expense (DPE) costs delineated in 7.3.6.1.1, 7.3.6.1.5, 7.3.6.1.6, and 7.3.6.2.2 shall be limited to base salary or hourly wage plus a maximum of thirty percent (30%) of base salary or hourly wage, and further limited to a maximum of One hundred twenty-five dollars ($125) per hour, to cover social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance.

§ 7.3.6.4 Specifically excluded from costs and included in overhead are:

.1 Corporate, home office, and branch office overhead, rent, mortgage, off-site utilities, project management, and personnel not otherwise mentioned;

.2 capital expenses and interest on capital;

.3 hand tools.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ~~Architect.~~ Designer. 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.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, ~~amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.~~eligible amounts included in the Contract Sum by the Construction Change Directive for such changes shall be included in the Schedule of Values.

§ 7.3.9 When the Owner and Contractor agree with the determination made by the ~~Architect~~ Designer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.3.10 In paragraph 7.3, the allowance for overhead and profit, included in the total cost to Owner, shall be limited to the following:

.1 For Contractor performing work with its own forces, or Subcontractor performing work with its own forces or with a sub-subcontractor, allowance shall be 10% overhead and 5% profit.

.2 For Contractor, for Work performed by Contractor's Subcontractor, allowance shall be 5% profit on the amount due Subcontractor.

.3 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

.4 To facilitate checking for increases or decreases in the Contract Sum, proposals shall be accompanied by Contractor's complete itemization of costs of work including labor, materials and equipment, plus allowance for overhead and profit.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The ~~Architect~~ Designer will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

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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~~ Designer in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. ~~Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.~~

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

§ 8.3 ~~DELAYS AND EXTENSIONS OF TIME~~DELAYS, EXTENSIONS OF TIME, AND FORCED ACCELERATION

§ 8.3.1 ~~If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of~~ The basis exists for an extension of time if Contractor is delayed in performing Work, but solely to the extent that delays are unforeseeable, unavoidable, and beyond the control and without fault or negligence, in whole or in part, of Contractor, subcontractors, sub-subcontractors, and suppliers at every tier, and said delays directly impact the Contractor's ability to achieve Substantial Completion in accordance with the Contract Time requirements, and said delays cannot be made up by reasonable efforts otherwise, and said delays stem from the following causes:

- **.1** Class 1 causes: an act or failure to act on the part of Owner or Designer or an employee of either, or of a separate contractor employed by ~~the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.~~Owner, or an injunction against Owner or Owner's representatives.
- **.2** Class 2 causes: abnormal weather, acts of God, riots, civil commotion, acts of War, fire, unavoidable casualties, epidemics, quarantine restrictions, labor disputes, unusual delay in transportation, freight embargoes, or insolvency of subcontractors, sub-subcontractors, or suppliers.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.~~If the basis exists for an extension of time under subparagraph 8.3.1, Owner may at its option:

- **.1** in the case of additional work or a Class 1 cause, assign the Class 1 Time-Related Expenses, defined in 7.3.6.2, plus the overhead and profit allowed in 7.3.10, to a special allowance that can be earned based upon the extent of actual use of the related Time Extension in completion of the Work;
- **.2** accept the reasonable and appropriate time extension as determined by Designer to cover such delay, and in the case of a Class 2 cause, there will be no corresponding adjustment in Contract Sum, and the sole recourse of Contractor will be entitlement to time extension as provided by Designer regardless of actual source or cause of delay;

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.3 order Contractor to accelerate construction activity by working overtime and by adding extra forces in order to overcome such delays, and adjusting the Contract Sum in accordance with Article 7 to compensate Contractor for such directed acceleration; however, direct costs used in determining such compensation shall be limited to properly substantiated and documented premium or overtime labor costs; or,

.4 employ a combination of the above remedies.

§ 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.~~Neither Owner nor Designer will be obligated or liable to Contractor for, and Contractor hereby expressly waives claims against Owner and Designer on account of damages, costs, expenses, or related impacts which Contractor, subcontractors, sub-subcontractors, suppliers, or other persons may incur as a result of a Class 2 cause enumerated in 8.3.1; Contractor's sole and exclusive remedy and full compensation in such event shall be extension of Contract Time in accordance with provisions of the Contract Documents. Contractor likewise waives claims of damages, costs, or expenses due to a delay resulting from a Class 1 cause except and solely to the extent of costs allowed under 7.3.6.

§ 8.3.4 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3 or shall receive no consideration. If monthly Weather Delay Reports are required by the specifications, then claims for time extension based upon weather delays will be denied if a submitted report does not corroborate the claim or if no report was submitted when it was required, and Contractor waives the right to such claims.

§ 8.3.5 Extensions of time shall be implemented in accordance with Article 7.

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.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the ~~Architect~~ Designer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect~~ Designer may require. This schedule, unless objected to by the ~~Architect,~~ Designer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

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

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, ~~or by interim determinations of the Architect,~~ but not yet included in Change Orders.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the ~~site for such materials and equipment stored off the site.~~extent those

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costs have been included in the Contract Sum and actually incurred. Additional costs, which may be attendant to off-site storage, are the responsibility of the Contractor, and cannot be claimed by Contractor against Owner.

§ 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.~~ at the time payment is received by the Contractor. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The ~~Architect~~ Designer 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~~ Designer's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the ~~Architect~~ Designer is unable to certify payment in the amount of the Application, the ~~Architect~~ Designer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and ~~Architect~~ Designer cannot agree on a revised amount, the ~~Architect~~ Designer will promptly issue a Certificate for Payment for the amount for which the ~~Architect~~ Designer is able to make such representations to the Owner. The ~~Architect~~ Designer 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~~ Designer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or another 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** ~~persistent~~ failure to carry out the Work in accordance with the Contract Documents.

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

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§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the ~~Architect~~ Designer 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.~~accordance with TCA § 12-4-701 et seq, as may from time to time be amended.

§ 9.6.1.1 Payment is due not later than forty five (45) days after an undisputed Certificate for Payment has been received by Owner. Owner will endeavor to make payment within twenty-one (21) days, but shall not be obligated to do so.

§ 9.6.1.2 Based upon Applications for Payment submitted to the Designer by the Contractor and Certificates for Payment issued by the Designer, the Owner shall make progress payments monthly to the Contractor as provided in the Contract Documents as follows: Ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and materials and equipment suitably stored in accordance with subparagraph 9.3.2, less the aggregate of previous payments made; and, upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety eight percent (98%) of the Contract Sum, less such amounts as the Designer shall determine for incomplete work and unsettled claims and liquidated damages.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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~~ Designer 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~~ Designer and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Neither the Owner nor ~~Architect~~ Designer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

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

§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~Provisions regarding retainage of TCA § 66-11-144 are applicable to contracts for improvement of real property when Contract Sum is five hundred thousand dollars ($500,000) or more. Contractor shall comply with these provisions and the procedures pursuant thereto established by the Tennessee State Treasurer and Department of Finance & Administration for establishment of an escrow account.

~~**§ 9.7 FAILURE OF PAYMENT**~~

~~**§ 9.7.1** 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 arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and~~

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~~the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. In order to occupy or utilize the Work for its intended use, Owner must have received complete Product Data, Operating & Maintenance Data, orientation, and training, as may be required by specifications, and use and occupancy permits.

§ 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~~ Designer 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~~ Designer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. ~~If the Architect's~~ Not later than at the time of this inspection, the Contractor will submit its application for payment commensurate with Substantial Completion. If the Designer'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.~~ Designer. In such case, the Contractor shall then submit a request for another inspection by the ~~Architect~~ Designer to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the ~~Architect~~ Designer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying ~~the Certificate.~~ the Certificate, subject to the provisions of subparagraph 9.12.2. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and submission by Contractor and certification by Designer of an application for payment with consent of surety, if any, the Owner shall make ~~payment of~~ appropriate reduction in retainage applying to such Work or designated portion ~~thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~of it. Such payment shall be in accordance with clause 9.6.1.2.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. 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~~ Designer 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.~~Designer.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and ~~Architect~~ Designer 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.

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§ 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ~~Architect~~ Designer will promptly make such inspection and, when the ~~Architect~~ Designer finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Architect~~ Designer will promptly issue a final Certificate for Payment stating that to the best of the ~~Architect's~~ Designer's knowledge, information and belief, and on the basis of the ~~Architect's~~ Designer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The ~~Architect's~~ Designer'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~~ Designer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and ~~waivers of liens,~~ waivers, 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~~ shall furnish acknowledgement of the matter from the Surety satisfactory to the Owner to indemnify the Owner against such ~~lien.~~ matter. If such ~~lien~~ matter remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such ~~lien,~~ matter, 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~~ Designer so confirms, the Owner shall, upon application by the Contractor and certification by the ~~Architect,~~ Designer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the ~~Architect~~ Designer 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 not constitute a waiver of ~~Claims~~ claims by the Owner ~~except those arising from:~~for the following:

- **.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;~~ Documents irrespective of when such failure is discovered; or
- **.3** terms of special warranties required by the Contract Documents.

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

§ 9.10.6 Final Payment constituting the entire unpaid balance of Contract Sum, shall be paid by Owner to Contractor when Work has been completed, the Contract fully performed, and a final Certificate for Payment issued by Designer.

§ 9.11 METHOD OF PAYMENT

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§ 9.11.1 Payments to Contractor shall be made through Owner's automated clearinghouse wire transfer system. Contractor shall have completed an Authorization Agreement for Automatic Deposits ACH Credits Form prior to commencing Work and prior to submitting a first application for payment.

§ 9.11.2 Debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits ACH Credits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. Corrections shall be made within two banking days of the effective date of the original transaction. Other errors detected at a later date shall take the form of a refund, or in some instances, a credit memo if additional payments are to be made.

§ 9.11.3 The Owner reserves the right to deduct from amounts which are or shall become due and payable to Contractor under this or any contract between the parties any amounts which are or shall become due and payable to the State by the Contractor.

§ 9.12 LIQUIDATED DAMAGES

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

§ 9.12.2 If a portion of the Work is certified Substantially Complete, the amount of Liquidated Damages applicable to the remaining Work may be reduced by written mutual agreement.

§ 9.12.3 Secondary Liquidated Damages shall be twenty-five percent (25%) of that originally required by the Contract Documents, and shall accrue until such time that Work has been completed and the Contract fully performed if:

- **.1** the time for completion stipulated in the Certificate of Substantial Completion has passed; or, if no such time was stipulated, then thirty (30) calendar days has passed following the certified date of Substantial Completion; and,
- **.2** the Contract Time, including approved extensions, plus thirty (30) calendar days, has passed.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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§ 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, except damage or loss attributable to acts or omissions of the Owner or ~~Architect~~ Designer 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.~~Designer.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 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,~~ Contractor which has neither been rendered harmless nor specified as inherent in the Work, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and ~~Architect in writing.~~Designer in writing. Reasonable precautions shall include, but not be limited to, precautions inherent in the Work.

§ 10.3.2 Under circumstances described in 10.3.1, Owner will have the option to either terminate the contract as provided in Article 14, proceed with Contractor in a mutually agreed plan of action, or as follows: 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and ~~Architect~~ Designer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the ~~Architect~~ Designer 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~~ Designer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the ~~Architect~~ Designer 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. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided for claims in Article 4 and for changes in the Work in Article 7.

~~**§ 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) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.~~

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

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~~**§ 10.5** If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.~~

§ 10.6 EMERGENCIES

§ 10.6.1 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 Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Specific lines of coverage and limits of liability provided by Contractor shall be written in a comprehensive form, satisfactory to Owner in the following minimum requirements:

- **.1** Comprehensive General Liability, including:
  - **.a** Premises / Operations;
    Underground / Explosion / Collapse;
    Products / Completed Operations;
    Contractual;
    Independent Contractors;
    Owner / Contractor Protective;
    Broad Form Property Damage;
    Personal Injury (Employment Exclusion deleted)
  - **.b** Combined single limits for bodily injury and property damage:
    Each Occurrence:$1,000,000
    Aggregate:$2,000,000
  - **.c** Products and Completed Operations to be maintained for one year after final payment.
  - **.d** Asbestos Abatement Insurance
    - **.1** Non-friable Asbestos: If removal or abatement of non-friable asbestos is included in the Work, and Contractor's General Liability Insurance coverage excludes risks associated with asbestos, then Contractor shall provide evidence of a Special Endorsement.
    - **.2** Friable Asbestos: If removal or abatement of friable asbestos is included in the Work, then Contractor shall provide evidence of a Special Endorsement.

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.3 Special Endorsement: Evidence of a Special Endorsement shall be in the form of a Certificate of Insurance certifying a special endorsement for asbestos abatement insurance with a minimum $500,000 limit of liability. If Contractor is performing no portion of the asbestos removal or abatement with its own forces, then Contractor, in lieu of its own such endorsement, may substitute a Certificate showing such special endorsement covering the subcontractor or sub-subcontractor actually performing the asbestos removal or abatement.

.2 Comprehensive Automobile Liability:

.a Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

.b Bodily injury and property damage combined single limits:
Each Occurrence:$500,000

.3 Workers Compensation and Employer's Liability, (without restriction as to whether covered by Workmen's Compensation law):

.a Workers Compensation:
according to statute

.b Employer's Liability: $100,000

.4 If an exposure exists, Aircraft and Watercraft Liability (owned & non-owned), with limits approved by Owner, shall be provided.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. ~~These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.~~ Certificate(s) of insurance provided to attest to coverage shall specifically cite each element of coverage and not less than limits set forth in subparagraph 11.1.2, as confirmation of complete coverage, and shall identify Contractor, Producer, insurance Carrier, Project, and certificate holder, and state Producer's notice requirements as set forth in 11.1.4. The term "Commercial General Liability" shall mean all of the coverages listed in 11.1.2.1.a unless specifically noted otherwise in the certificate. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.4 Contractor shall notify Owner in writing of changes in coverage or carrier not later than ten (10) days after notification of Contractor by Producer, or 10 days before Contractor makes a change, whichever occurs first. Contractor shall require that if policies are cancelled or modified before expiration date thereof, Producer shall endeavor to mail 10 days prior written notice to certificate holder named therein.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

~~**§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE**~~

~~**§ 11.3.1** Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.~~

~~**§ 11.3.2** To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.~~

~~**§ 11.3.3** The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.~~

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§ 11.4 PROPERTY INSURANCE

§ 11.4.1 ~~Unless otherwise provided, the~~ Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications ~~and cost of materials supplied or installed by others, comprising total value for the entire~~ for the covered Project at the site on a replacement cost ~~basis without optional deductibles.~~ basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the ~~Owner, the Contractor, Subcontractors and Sub-subcontractors~~ Owner as the named insured, and, the Contractor, Subcontractors and Sub-subcontractors, as additional insured in the Project.

§ 11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, ~~falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements,~~ and debris removal, and shall cover reasonable compensation for ~~Architect's and Contractor's~~ Designer's services and expenses required as a result of such insured loss. Such insurance carried by the Owner will include a $10,000 deductible clause. The deductible is the responsibility of the Contractor.

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

~~**§ 11.4.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

§ 11.4.1.4 ~~This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.~~ The Owner's property insurance shall exclude portions of the Work stored off-site or in transit; and, Contractor shall provide insurance upon such portions to protect the Owner's interest.

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

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

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

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~~**§ 11.4.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~**§ 11.4.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the ~~policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~issuing company will endeavor to mail ten (10) days written notice to the Contractor should the policy be canceled prior to the expiration date. Failure to mail such notice shall impose no obligation or liability of any kind upon the Owner or issuing company.

~~**§ 11.4.7** Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If ~~required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such~~ after an insured loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with ~~insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.~~insurers.

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§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 ~~The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~If the initial Contract Sum as awarded exceeds $100,000, Contractor shall provide Contract Bond, in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder. If a Contract Bond is required, and a Three-Year Roof Bond is also stipulated in the Bidding Documents, then the Three-Year Roof Bond shall be provided as stipulated. Bond(s) shall be executed on Tennessee State Building Commission Standard Form(s) exhibited in Bidding Documents for project, and subject to provisions of subparagraph 11.5.3.

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

§ 11.5.3 Surety is the person or entity identified as such in a bond and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative. Surety Company issuing bond shall be licensed to transact business in Tennessee by Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be one who is licensed by Tennessee as a resident agent, and shall affix license number to bond; or, countersignature by and license number of a licensed resident agent shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

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~~ Designer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the ~~Architect,~~ Designer, be uncovered for the ~~Architect's~~ Designer'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 which the ~~Architect~~ Designer has not specifically requested to examine prior to its being covered, the ~~Architect~~ Designer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, ~~correction~~ uncovering, correction, and recovering shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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with regard only to the roofing system, its installation, and materials, the one year time period hereunder is extended for two (2) additional years for a total period of three (3) years. Until such time as the three (3) years hereunder have expired, Contractor's obligations hereunder shall be joint and several with Company as defined and set forth in the Roofing System Warranty. For the purpose of Subparagraph 12.2.2, all of Company's actions, whether of omission or commission, pursuant to the Roofing System Warranty are likewise actions of Contractor hereunder and shall in no way negate or reduce the responsibilities of Contractor hereunder.

§ 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 performance 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 which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which 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 which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section ~~12.2.2 relates~~ 12.2.2, and time periods of applicable special warranties, relate 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

§ 12.3.1 If the Owner prefers to accept Work which 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

§ 13.1.1 The Contract shall be governed by the law of the ~~place where the Project is located.~~State of Tennessee.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

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§ 13.4 RIGHTS AND REMEDIES

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

§ 13.4.2 No action or failure to act by the Owner, ~~Architect~~ Designer 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 in writing.

§ 13.4.3 If normal procedures within the Contract fail to satisfy a claim against the Owner, further action is to be taken up with the Tennessee Claims Commission, pursuant to TCA § 9-8-101, et seq. Damages recoverable against the State shall be limited expressly to claims awarded by the Commission.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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~~ Designer timely notice of when and where tests and inspections are to be made so that the ~~Architect~~ Designer may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the ~~Architect,~~ Designer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the ~~Architect~~ Designer 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~~ Designer of when and where tests and inspections are to be made so that the ~~Architect~~ Designer may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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

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

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

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

§ 13.6 INTEREST

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is ~~due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~past due as stated in subparagraph 9.6.1 in accordance with TCA § 12-4-704, as may from time to time be amended.

~~**§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**~~

~~**§ 13.7.1** As between the Owner and Contractor:~~

~~**.1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged~~

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~~cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;~~

~~.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and~~

~~.3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.~~

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

.1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

.2 an act of government, such as a declaration of national emergency which requires all Work to be stopped; or,

.3 because the ~~Architect~~ Designer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract ~~Documents; or~~

~~.4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~Documents.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and ~~Architect,~~ Designer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and ~~damages.~~costs as defined in 7.3.6.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the ~~Architect,~~ Designer, 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 ~~persistently~~ refuses or repeatedly ~~refuses or~~ fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

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User Notes: July 2009 RPA 00 72 13 Std (2052416865)

.3 ~~persistently disregards~~ disregards or repeatedly fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the ~~Architect~~ Designer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 take possession of all Work in place and, of the site and 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 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~~ Designer'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 ~~Architect,~~ Designer, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the ~~Work; and~~Work, including materials for which Owner has paid and which are stored off-site; and,

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for ~~Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~the completed portion of Work plus a fraction of five percent (5%) of the remaining balance of the Contract Sum, which fraction shall be equal to the value of the Work completed divided by the Contract Sum.

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SUPPLEMENTARY CONDITIONS

MODIFICATIONS
to the
CONDITIONS OF THE CONTRACT

The following supplements modify, change, delete from or add to the Conditions of the Contract:

AIA Document A201
GENERAL CONDITIONS
of the Contract for Construction,
Fifteenth Edition, 1997

Where an Article, Paragraph, Subparagraph or Clause of Conditions is modified or deleted by Supplementary Conditions, unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 3
CONTRACTOR

3.22 RECORDS

3.22.1 The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

ARTICLE 11
INSURANCE

11.4.1 Delete first sentence and substitute:
The Contractor shall purchase from and maintain, with a company or companies licensed to do business in Tennessee by the Department of Commerce and Insurance, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum plus value of subsequent Contract modifications for the covered project at the site on a replacement cost basis.

11.4.1.1 Delete the last two sentences and substitute: Any deductibles shall be the responsibility of the Contractor.

11.4.1.2 Delete clause.

11.4.1.4 Delete the clause in its entirety and substitute: This property insurance shall cover portions of the work stored off the site and also portions of the work in transit. The Contractor shall present a certificate of insurance demonstrating coverage of the property stored off the site or in transit at the time payment for that portion of the work is presented.

11.4.2 At beginning of first sentence delete "The Owner shall purchase…" and substitute "The Contractor shall purchase…".

11.4.6 Substitute all references to "Owner" with "Contractor", and substitute all references to "Contractor" with "Owner".

11.4.8 Delete clause.

11.4.9 At the end of the paragraph delete "after notification of a change in the work in accordance with Article 7."

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:
1. Work covered by the Contract Documents.
2. Use of Premises.
3. Owner's occupancy requirements.
4. Specification formats.

1.02 WORK COVERED BY CONTRACT DOCUMENTS:

A. Project Identification: Window Repair
James K. Polk State Office Building
Nashville, Davidson County, Tennessee
SBC No. 529/075-01-2014

1. Project Location: 505 Deaderick Street
Nashville, Tennessee 37243.

B. Owner: State of Tennessee, General Services

1. Owner's Representative: Brian Hendrickson
312 Rosa L. Parks Avenue
24th Floor
Nashville, TN 37243.

B. Designer: Richard C. Rinks and Associates, Inc.
30 North Jefferson Avenue
Cookeville, TN 38501.

C. Work includes, but is not limited to removal of existing precast caulk joints and indicated windows, flashing, steel angles and split face CMU. Provide new backer rod and caulk, windows, through wall flashing and reinstall split face CMU. Perform all other work at locations shown on Plans.

D. Project will be performed under a single prime Contract.

1.03 USE OF PREMISES:

General: The Contractor shall have full use of premises for construction operations, including use of Project Site during the construction period. Owner must continue to occupy building during the work of this Contract. Contractor shall keep building dry and free of debris at all times.

1. Keep work area and grounds clean at all times and protect inside and outside of facility from damage. The facility must remain occupied and dry during the work. Contractor shall not interfere with Owner's normal day-to-day operations of the building. Contractor will be provided an area on-site for storage of materials, if so desired.

2. The Contractor shall conform to OSHA and other safety requirements during this operation. Keep all tools, equipment, materials and personnel (as practicable) away from roof perimeters to prevent damage or injury on the construction Site and to protect the structure and public below.

3. No work is anticipated by others.

4. Contractor is responsible for providing all necessary barricades on the roof and on the ground to meet OSHA requirements and protect people on the ground and inside the Building.

5. Staging area will be provided, to be coordinated with building Owner.

6. Coordinate all work with Local Officials and the Owner.

7. Contractor's employees shall have no interaction with Building Occupants. Contractor's employees shall keep all trash in proper containers.

8. Contractor is responsible for repairing Building surfaces damaged due to Contractor’s work. Contractor shall keep parking areas open and usable.

9. All Contractors work areas, material storage areas and other areas of work shall be barricaded off to insure Building employees do not accidentally pass into the work areas.

10. Contractor shall coordinate all deliveries with Owner. Delivery of materials shall not interfere with operation of Business. Contractor shall be present when all materials are delivered. All materials shall be properly stored at location designated by Owner.

12. On Site Representative is Chad Lovell (Office: 615-741-8252 – Cell: 615-906-1607).

13. In General, work hours shall be 7:00 AM to dark. During summer months, Contractor may start work earlier to avoid excessive heat. Weekend work shall be coordinated with Owner, Building Personnel and Security.

14. Contractor shall insure structure is not overloaded with roofing materials.

15. Contractor is responsible for providing and servicing a portable restroom for the duration of the Project. Restroom shall be promptly removed upon completion of the Project.

16. Contractor is responsible for providing and servicing a trash dumpster for the duration of the Project. Dumpster shall be promptly removed upon completion of the Project.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

SECTION 01 22 19
UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

A. SECTION INCLUDES administrative and procedural requirements applicable to unit prices either established in this Section or established in the Agreement based upon Owner's solicitation and Contractor's bid. Solicited unit prices are denoted in the "Definitions" Article below by having "(S)" as the Unit Price per Unit. Solicited unit prices are subject to determination at the time of a change in the Work if the bid unit price was not accepted and not listed in the Agreement. Unit prices may also be established and added to this Section by appropriate Modification.

B. RELATED SECTIONS are referenced in the definition of each unit price item.

C. ALLOWANCES: For each Unit Price item, an allowance is established in the Article "Definitions" as a Base Quantity included in the Work. If no Base Quantity is stipulated, or if the Base Quantity is zero, then the unit price is invalid.

D. UNIT PRICES include all direct and indirect costs, except overhead and profit, associated with the unit price item. If cumulative adjustments exceed, or are expected to exceed, a cumulative twenty-five percent (25%) of the Base Quantity (whether more than or less than), either party to the Contract may initiate renegotiation for a new unit price. Such a new unit price shall be made a part of the Contract by appropriate Modification, and will apply to adjustments that exceed a cumulative twenty-five percent (25%) of the Base Quantity and have not already been made.

E. INCREASES AND DECREASES in the Contract Sum by change order or construction change directive will be made based on the unit prices commensurate with either:

1. An interim increase or decrease in base quantities as agreed mutually or as deemed reasonably necessary by the Designer and consistent with actual quantities to date; or,

2. A final increase or decrease in base quantities to equal actual quantities when no further work defined as a unit price item is anticipated.

1.02 SUBMITTALS: Contractor shall keep a daily log of actual quantities of specified work units encountered, consumed, or expended. When submitting an application for payment that includes payment for Unit Price items, Contractor shall provide Designer a copy or report of the log that is acceptable to Designer. Actual quantities and the Contractor's log are subject to verification by Designer.

1.03 DEFINITIONS: For each Unit Price item, definitions are as follows:

Item	Related Sections	Base Quantity	Unit Price per Unit	Unit	Work Included
1.	07 92 13	500		l.f.	New caulking
2.	07 92 13	500		l.f.	New double caulking
3.					

END OF SECTION

SECTION 01 23 00
ALTERNATES

PART 1 - GENERAL

1.01 SECTION INCLUDES identification of each Alternate by number, and describes the basic changes to be incorporated into the Work if a particular alternate is made a part of the work by specific provisions in the Agreement between the Owner and the Contractor.

1.02 RELATED SECTIONS are referenced in the definition of each Alternate.

1.03 COORDINATION of related work and modifications to surrounding work as required to properly integrate each Alternate, and to provide the complete construction required by the Contract Documents, is the responsibility of the Contractor.

1.04 DESCRIPTION OF ALTERNATES:

Alternate 1: **N/A**

Alternate 2: **N/A**

Alternate 3: **N/A**

END OF SECTION

SECTION 01 26 00
MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUPPORTING DOCUMENTATION for PROPOSALS or CLAIMS

A. Propose changes to Work in writing, specifically describing proposed change, or briefly describing the proposed change with specific reference to a completely descriptive attachment.

B. Propose changes in Contract Sum in writing, stating briefly the reason for change, and summarizing material, equipment, labor, overhead, and profit factors for Contractor, Subcontractors, and Sub-subcontractors. Unless waived by Owner, attach itemization of values of direct cost on form shown as Section 01 26 50, or similar form which provides same information, citing:

1. Materials: units, costs, quantities, totals;

2. Equipment: hours, rates, totals; and,

3. Labor: hours, rates, totals.

C. Propose changes in Contract Time in writing:

1. Fully describe the reasons for the change and effect of the change on the construction schedule, and attach a revised Progress Schedule; and/or,

2. **F**or a change based on weather-related delay, provide and attach weather data from National Oceanic and Atmospheric Administration (NOAA) as an impartial basis for determining justifiable extensions, or daily work logs which describe actual local weather conditions and impact, subject to approval by Designer. Provide and attach NOAA comparative data on normals, means, and extremes if not already provided in Project Manual.

1.02 FORM for CHANGE ORDERS and CONSTRUCTION CHANGE DIRECTIVES

The form shall be that shown as Section 01 26 40, or a similarly formatted document utilizing the same text. Complete description of change in Work shall be included in the body of the form or in referenced attachment. Change in Contract Sum and Contract Time shall be expressed in the body of the form.

1.03 SIGNATURES:

A. Form shall be signed by authorized representatives of each of the entities required by Conditions of the Contract.

B. Proposed Change Orders will be prepared by Owner or Designer and normally signed by both before being issued to Contractor. Contractor shall sign acceptable proposed Change Orders, or refuse to sign if in disagreement, then shall retain one (1) counterpart and return other counterparts to Designer.

END OF SECTION

SECTION 01 26 20
WEATHER DELAYS

PART 1 - GENERAL

1.01 EXTENSIONS OF CONTRACT TIME

If the basis exists for an extension of time in accordance with paragraph 8.3 of the 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 as the Standard Baseline for that month.

1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration (NOAA) and determined a Standard Baseline of average climatic range for the State of Tennessee.

B. Standard Baseline is defined as the normal number of calendar days for each month during which construction activity exposed to weather conditions is 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 is as follows:

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

1.03 ADVERSE WEATHER and WEATHER DELAY DAYS

A. Adverse Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site:

1. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure;

2. Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice; and/or,

3. Sustained wind in excess of twenty-five (25) m.p.h.

B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:

1. Resulting from precipitation days that occur beyond the standard baseline;

2. Only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and,

3. At a rate no greater than one (1) make-up day for each day or consecutive days of precipitation beyond the standard baseline that total one (1) inch or more, liquid measure, unless specifically recommended otherwise by the Designer.

C. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activity that day.

D. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as a Weather Delay Day until the standard baseline is exceeded.

Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended.

1.04 DOCUMENTATION and SUBMITTALS

A. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.

B. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Designer at beginning of project.

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 on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in paragraph 4.3 of the Conditions.

E. If an extension of the Contract Time is appropriate, such extension shall be made in accordance with the provisions of Article 7 of the Conditions, and the applicable General Requirements.

END OF SECTION

SECTION 01 26 40
FORM FOR AMENDMENT, CHANGE ORDER, OR DIRECTIVE

☐ **Amendment**
☐ **Change Order** **> Number** _____
☐ **Construction Change Directive** _____

Project:

Original Contract Date: _____

This Change initiated: _____

The following changes in the Contract are hereby directed:

The original Contract Sum	**$**
Net Change previously authorized	**$**
The Contract Sum prior to this Modification	**$**
This modification (*increases*/*does not change*/*decreases)* the Contract Sum	**$**
The new Contract sum, including this modification	**$**
This modification (increases/*does not change*/*decreases)* the Contract Time	
The new Contract Time, including this modification	
The last day of the Contract Time, including this modification	

Contractor	**Designer**	**Owner**
signed _____	signed _____	signed _____
name _____	name _____	name _____
title _____	title _____	title _____
for _____	for _____	for _____

Additional Owner signatures (as required):

signed _____	signed _____	signed _____
name _____	name _____	name _____
title _____	title _____	title _____
for _____	for _____	for _____

SECTION 01 26 50
FORM FOR CONTRACTOR'S OR SUBCONTRACTOR'S COST ITEMIZATION

Materials, Equipment, and Labor itemized below will be provided by:	
Job Name:	Date itemized:
Project Number:	Proposal Request Number:

Description	Material				Equipment			Labor		
	Unit	Cost	Quantity	Total	Hours	Rate/hour	Total	Hours	Rate/hour	Total
Sub-Totals										
Total										

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 FORM and APPROVAL

A. The form for schedule of values shall be AIA Document G703 Continuation Sheet.

B. If objected to by Designer, revise and resubmit to Designer's satisfaction prior to submitting application for payment.

1.02 ALLOCATION OF VALUES

A. If the Work is divided into defined portions ("Phases"), intended to have distinct commencement, duration, or completion requirements, divide the allocation to correspond to the Phases, then within each Phase, subdivide the allocations as specified in the following paragraphs.

B. Provide a single line item to account for mobilization and general administration, and fulfilling General Requirements.

C. If sitework is included, other than minor sitework incidental to a building or major structure, include sitework in single heading. Subdivide site utilities, roads and parking, and appurtenances according to general type within this division of construction activity.

D. For each involved building or major structure, provide a separate group of line items corresponding to Divisions and Sections of the Specifications. Further subdivide as desired, but maintain a distinct and identifiable correspondence to this allocation.

E. Account for Unit Prices and Allowances with a line item for each, until incorporating each into the appropriate allocations for the final statement of accounting.

F. Account for Modifications with a line item for each, until incorporating each into the appropriate allocations for the final statement of accounting.

END OF SECTION

SECTION 01 29 76
PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS FOR ALL APPLICATIONS

A. FORM:

1. Use AIA Document G702 Application and Certificate for Payment.

2. Use AIA Document G703 Continuation Sheet itemized with the line items and values of the Schedule of Values accepted by the Designer, and values and percentages for each line item.

B. SUBMITTAL: Submit the original and six (6) copies of each application to the Designer, with required attachments and accompanying submittals, in accordance with other applicable articles of this Section.

1.02 APPLICATION FOR PROGRESS PAYMENT

A. STORED MATERIALS

1. Materials stored on-site but not yet incorporated into the Work may be claimed for payment.

2. Materials suitably stored off-site may be claimed for payment provided that the following is attached to each copy of application:

a. A statement identifying where materials are stored, and that materials are tagged to identify them for use in the project;

b. Copies of bills of sale for materials claimed; and,

c. A certificate of insurance covering materials claimed, recognizing Owner's right to make claims.

1.02 ATTACHMENTS AND ACCOMPANYING SUBMITTALS

A. Attach the following to each copy of each application:

1. Continuation sheets,

2. Consent of Surety if applicable for reduction in retainage, and

3. Documents required for materials stored off-site.

B. Submit three (3) copies of the following with application:

1. Visitor Log for the period covered by application;

2. Progress Schedule, updated and current, indicating progress through the period covered by application and scheduled progress through completion of Work;

3. Submittal Log for entire project through the period covered by application, if required;

4. Payroll Transmittal letter(s) to Tennessee Department of Labor & Workforce Development for payrolls sent since last application, applicable; and,

5. Personnel Used in Contract Performance Attestation, exhibited as Section 01 29 76.13.

1.03 APPLICATION FOR PAYMENT AFTER SUBSTANTIAL COMPLETION

A. After Designer has certified that the Work is Substantially Complete, Contractor shall submit application for payment, including appropriate reduction in retainage, with the following attachments:

1. Continuation sheets described in 1.01 A.2;

2. Consent of Surety to Reduction in Retainage, using AIA Document G707A or a similarly formed letter, with the original of the Consent attached to the original of the application, and a copy of the consent attached to each copy of the application; and,

3. Documents required for materials stored off-site, if applicable, in accordance with 1.02 A.

B. In order to reduce retainage below the amount corresponding to Substantial Completion, Contractor shall have completed the prerequisites to Final Payment specified in the Section on Contract Close-Out and below.

1.04 APPLICATION FOR FINAL PAYMENT

A. When Designer has certified that the Work and needed modifications to the Contract are complete, Contractor shall submit a final application for payment.

B. Submit with the following attachments:

1. Final Continuation sheets described in 1.01 A.2;

2. Contractor's Affidavit of Payment of Debts and Claims, using AIA Document G706;

3. Consent of Surety Company to Final Payment, using AIA Document G707 or a similarly formed letter, with the original of the Consent attached to the original of the application, and a copy of the consent attached to each copy of the application. If Contractor has listed exceptions in the G706 form, Surety's consent shall acknowledge such exceptions;

4. A certificate of insurance to the effect of that required by 9.10.2 (2) of the Conditions of the Contract;

5. A written statement to the effect of that required by 9.10.2 (3) of the Conditions of the Contract;

6. A final accounting of the Contract Sum that appropriately allocates the entire Contract Sum to the Divisions of the Specifications. This may follow the same format as the Schedule of Values;

7. Subcontractors and Material Suppliers List, exhibited as Section 01 78 88; and,

8. (When Applicable) Provide Section 01 78 36 Roofing System Warranty, completed, signed and dated by the Roofing System Manufacturer.

1.05 APPROVAL AND PAYMENT

A. Designer, if in disagreement with the amounts claimed in an application, may either return application to Contractor for revision and resubmittal, or revise application by hand to indicate corrections Designer considers appropriate.

B. Designer, finding an application complete and correct, will certify the application and forward one copy to Contractor to indicate the action taken.

END OF SECTION

SECTION 01 29 76.13
PERSONNEL USED IN CONTRACT PERFORMANCE

PART 1 - GENERAL

1.01 ATTESTATION

Contractor shall submit a completed and signed copy of this form with each Application for Payment during the period of this Contract.

Project Title & Number:	
Contractor Legal Entity Name:	
Federal Employer Identification Number (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Signature _____ Date _____

Name _____ Title _____

NOTICE: An individual empowered to contractually bind the Contractor MUST sign this attestation. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 SCHEDULING AND ATTENDANCE

A. The Designer, in cooperation with the Owner and the Contractor, will schedule and administer a Pre-Construction Conference, periodic Progress Meetings, and other specially called or required meetings.

B. Representatives of the Owner and the Designer will attend.

C. Representatives of the Contractor, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 PRE-CONSTRUCTION CONFERENCE

A. A Pre-Construction Conference will be scheduled and conducted at the project site prior to the issuance of the Notice to Proceed.

B. The Pre-Construction Conference shall be attended by the Contractor's:

1. (Office) Job Manager,

2. (Field) Job Superintendent,

3. Major subcontractors' representatives,

4. Major suppliers' representatives, and

5. Others, as desired.

C. The Pre-Construction Conference is intended to be an opportunity for the Contractor to review administrative, procedural, and temporary facilities requirements of the Contract Documents, and to ask questions concerning the Work.

1.03 PROGRESS MEETINGS

A. Progress Meetings will be scheduled and conducted at the project site prior to the Contractor's submittal of an application for payment, or when deemed advisable by the Designer.

B. Progress Meetings shall be attended by the Contractor's:

1. (Office) Job Manager,

2. (Field) Job Superintendent,

3. Subcontractors' representatives, as befits the agenda,

4. Suppliers' representatives, as befits the agenda, and

5. Others, as appropriate.

C. Progress Meetings are intended to be a monthly opportunity for the Contractor to review and submit applications for payment, and attachments, and for a general review of the progress of the Work, aimed at identifying and mitigating impediments to timely completion.

END OF SECTION

SECTION 01 31 93
ADMINISTRATIVE LOGS

PART 1 - GENERAL

1.01 SUBMITTALS LOG

A. If shop drawings, product data, or sample submittals are required by the Contract Documents, maintain a submittals log to record the status of submittals made to the Designer.

1. Clearly identify the Project by Name and SBC Project Number.

2. Record activities with respect to shop drawings, product data, samples, and such other submittals as desired.

3. Indicate for each submittal made to date:

a. Title or name, and type of submittal;
b. Date submitted to the Designer;
c. Date returned by the Designer; and,
d. General nature of the Designer's response.

B. Submit three (3) copies with each application for payment.

1.02 VISITOR (SIGN-IN / SIGN-OUT) LOG

A. Maintain Sign In/Out Log in the field office (or with the Project Superintendent when no field office is required) to record entry and exit of persons entering the work areas. Allow no one to enter or exit work areas without making record in log.

1. Clearly identify the Project by Name and SBC Project Number.

2. Indicate:

a. Visitor name and affiliation,
b. Date of visit,
c. Time of arrival and departure, and
d. Company or agency represented and reason for presence.

B. Submit three (3) copies with each application for payment.

1.03 ASBESTOS WASTE LOG

A. Maintain Notarized asbestos waste log showing date, type of container removed from work area, signature of recorder, and time of day.

B. Maintain waste logs for any other hazardous waste showing date, type of container removed from Work Area, signature of recorder, and time of day.

END OF SECTION

SECTION 01 32 15
PROGRESS SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 INITIAL PROGRESS SCHEDULE

A. Submit within twenty-one (21) days of award of the Contract, and not later than the date of submission of the first application for payment. Clearly identify the Project on the schedule.

B. Outline the orderly progress of the Work as planned from the Notice to Proceed through Substantial Completion on the contractually required date. Categorize the Work by Phase (if Phases are specified), major work area, and distinct trade or team, and divide into individual activities of one month or less duration each. Provide an identifiable relationship to the schedule of values. Identify projected monthly progress, points of fifty percent (50%) completion and Substantial Completion, and other major milestones.

C. A bar chart or critical path method is acceptable, or other method that is approved by the Designer.

1.02 SUBMITTALS SCHEDULE

A. Submit with the initial Progress Schedule. Clearly identify the Project by Name and SBC Project Number, and format in a manner similar to the initial progress schedule, utilizing the same method, or make a part of the initial Progress Schedule.

B. Identify submittals to be made. Show date for submission and date by which Designer should respond, allowing sufficient time for review.

C. Designer may require revision of schedule if times allotted for review are insufficient.

1.03 UPDATED PROGRESS SCHEDULE

A. Submit three (3) copies with each application for payment.

B. Clearly identify the Project by Name and SBC Project Number. Format in a manner similar to the initial progress schedule, utilizing the same method.

C. Indicate:

1. Work as initially scheduled,

2. Actual progress through the period covered by the current application for payment, and

3. Planned progress through Substantial Completion, including extensions of time made by change order or construction change directive.

D. If actual progress falls behind projections, show how the backlog is to be made up so that the Work will be completed on time.

END OF SECTION

SECTION 01 33 00
SUBMITTALS

PART 1 - GENERAL

1.01 Submittals: Wherever possible throughout the Contract Documents the minimum acceptable quality of workmanship and materials has been defined either by recognized standards, performance specification, or manufacturer's name and/or catalog number. To insure that the specified products are furnished and installed in accordance with the intent of the design, procedures have been established for advanced submittal of design data and for their review and approval or rejection by the Designer. The specification of a Manufacturer's brand name in no way is intended to limit competition, nor should it be construed to indicate that no other product will be accepted by the Designer. The use of brand names and catalog numbers is merely intended to establish an industry standard. Unless specified otherwise, the Designer will review Submittals requesting changes from items which have been specified; provided, the Designer feels that the product requested to be used as a substitution for the product specified meets or exceeds all the standards expected by the Designer of that project. No substitution shall be permitted on the job without prior approval of the Designer of that substitution. All Submittals, including Shop Drawings, samples, manufacturer's literature, colors, and other data, shall be submitted to the Designer at the earliest possible date. Under no circumstances shall any product specified herein be ordered or installed without prior approval of the Designer where the Plans and/or Specifications indicate that prior approval is required.

PART 2 - PRODUCTS

2.01 Shop Drawings: Shop Drawings shall be drawn to scale and of sufficiently large scale to show all pertinent features of the item and its method of connection to the work. Submit all Shop Drawings to the Designer in quantity adequate to insure the number of copies required by the Contractor and the Subcontractor, plus two (2) copies for the Designer's file. The same provisions shall apply for material lists, when required.

2.02 Samples: Samples shall be supplied to Designer and shall be left in Designer's permanent file for the project. Unless otherwise specifically directed by the Designer, all samples shall be of the precise article proposed to be furnished. Should the Contractor desire a sample for his file, he should submit all samples in the quantity which is required to be returned, plus one which shall be retained by the Designer.

2.03 Colors: Colors of various samples will be selected from the standard color choice or pattern which is available in the specified product. Either actual products or accurate color charts and pattern charts shall be submitted to the Designer for his review and selection.

PART 3 - EXECUTION

3.01 All Submittals shall be identified by consecutive, chronological numbers being attached to each submittal. Each submittal shall have a letter of transmittal indicating the transmittal number, date of transmittal, and the item transmitted. Should an item need to be resubmitted, transmit under a new letter of transmittal with a new identification number; however, it should maintain a submittal log which accurately indicates all Submittals processed for this project. The Contractor shall coordinate all Submittals, including the following procedures:

A. Determine and verify all field dimensions and conditions, catalog numbers, and similar data.

B. Coordinate with all trades and all public agencies involved.

C. Secure all necessary approvals from public agencies and others, signified by their stamps of approval.

D. Clearly indicate all deviations from Contract Documents.

3.02 Timing of Submittals: Contractor shall make all submittals far enough in advance of scheduled dates for ordering and/or installation to provide required time for reviews and for securing necessary approvals, including time for possible revision and resubmittals. In scheduling this, the Contractor shall allow approximately eight working days for the Designer's review following his receipt of the submittal.

3.03 Contractor shall keep an accurate set of As-Builts as the Project progresses. Contractor shall turn over As-Builts to Designer upon completion of the Project.

END OF SECTION

SECTION 01 33 43
ABATEMENT SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

Make submittals required by the Contract Documents in a timely manner and at appropriate times to allow for sufficient review by Designer. Revise and resubmit as necessary to establish compliance with the specified requirements.

1.02 WORK INCLUDED

A. Submit complete bound sets of the submittals required in the Contract Documents. Submit separate sets entitled “Pre-Job Submittals” and "Post-Job Submittals".

B. Update submittals to Designer on a weekly basis to account for all new equipment and employees used on the Project.

C. Submit three (3) complete sets of "Pre-Job Submittals" to Designer for review, at the pre-construction meeting. The Work may not proceed until the complete pre-job submittal package has been reviewed and accepted by Designer.

D. Submit three (3) complete sets of "Post-Job Submittals" to Designer for review, following the final inspection of Work. Requests for final payment will not be approved until Post-Job Submittal package has been reviewed and accepted by Designer.

E. Identify individual submittals by name and include a table of contents in each submittal package.

1.03 QUALITY ASSURANCE

A. Carefully review and coordinate the various aspects of each item being submitted.

B. Verify that each submittal conforms with specified requirements.

C. Certify, by affixing signature of Contractor's authorized representative to the corner of each submittal package, that this review, coordination, and verification has taken place.

1.04 PRE-JOB SUBMITTALS

A. Proposed preliminary progress schedule for Work. Revise and submit progress schedule on weekly basis.

B. **ASBESTOS SUBMITTALS**

Notice of impending commencement of asbestos removal work in writing to the:

Tennessee Department of Environment and Conservation
Divisions of Air Pollution Control
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 15th Floor
Nashville, Tennessee 37243

1. Comply with the applicable notice period set forth in EPA 40CFR 51.146. Include one (1) copy of notifications in submittal package along with certified mail receipt of notification to aforementioned agencies. If time from signing of Contract to scheduled start of work is less than applicable notice period, seek waiver of notice period. Without written approval from all of said agencies, do not shorten applicable notice period.

2. All required permits, site location, and arrangements for transport and disposal of asbestos-containing or contaminated materials. Submit notarized certification that landfill site to be used meets all Environmental Protection Agency regulatory standards.

3. Building permits required by local governmental jurisdiction for the construction or demolition work required during progress of Work.

4. Manufacturer's specifications for air cleaning, vacuum equipment, air handling equipment, special tools, and safety equipment to be utilized in Work.

5. Certification that negative air filtration system to be utilized meets requirements of Contract Documents and applicable patents. Also, submit copies of manufacturer's specifications including rated flow capacity.

6. Manufacturer's certification or independent test reports confirming that materials to be utilized in Work meet or exceed all performance criteria required by Specifications. Include manufacturer's safety data sheets (MSDS) for all aerosol adhesives.

7. Written description, sketch, or combination thereof, of plans for construction of a worker and equipment decontamination enclosure system and for isolation of work areas in compliance with Contract Documents.

8. Descriptions of special equipment, techniques, etc., to be used in Work.

9. Asbestos abatement work procedures or practices to be utilized in Work.

10. Listing of asbestos abatement supervisory personnel (including foremen) and their experience, qualifications, training, and State of Tennessee Asbestos Certification.

11. Listing of workers to be utilized in Work.

12. Individually signed “Respirator Training Certificate” and State of Tennessee Asbestos Certification for each and every asbestos abatement worker to be utilized in the Work documenting that each is actively involved in a company employee respirator protection program and has had appropriate training in respiratory protection.

13. Certification that each and every asbestos abatement worker to be utilized in Work is actively involved in an employee medical surveillance program. Include copies of each employee's medical examination records.

14. Individually signed “Notarized Certificate of Asbestos or Other Hazardous Materials Worker's Acknowledgement” form (See Attachment A) for each and every asbestos abatement worker to be utilized in the Work documenting that each acknowledges and understands their employment in connection with removal and disposal of asbestos-containing materials, the inherent risks of such work, and agreement to assuming these risks.

15. Specimen copy of asbestos abatement worker Sign In/Out Log form to be used.

16. Written description, and sketch, of security plan to be utilized.

C. OTHER HAZARDOUS MATERIALS SUBMITTALS

1. Provide a written Abatement Work Plan to be kept at the work site for the duration of the Project. Plan shall include a description of how the abatement of other hazardous materials (Lead Based Paint (LBP), Polychlorinated Biphenyl (PCB), Ozone Depleting Substances (ODS), and mercury containing equipment) will be conducted, plans for ensuring the health and safety of workers and visitors, and how workers and visitors will be protected from exposure to hazardous materials and/or conditions.

2. Provide plans for coordinating the off-site disposal and/or recycling of materials, including location of material disposal.

3. Immediate notification of Owner and Designer, clean-up procedures, and decontamination sequence to be used should PCBs, ODSs, mercury, or lead be released/encountered uncontained, and an emergency action plan in the event of a spill or contact with eyes or skin.

4. All required permits, site location, and arrangements for transport, recycling, and/or disposal of PCB-containing, mercury-containing, ODS-containing, or petroleum-containing or contaminated materials. Submit notarized certification that landfill site or recycling firm to be used meets all Environmental Protection Agency regulatory standards to accept debris generated in Work. Include owner/operator, address and telephone number.

1.05 POST-JOB SUBMITTALS

A. Certificate of Completion.

B. Alphabetical listing of each employee used in Work and exact dates on which present in asbestos abatement work areas.

C. Medical exams, worker's acknowledgement form, asbestos training certification forms, State of Tennessee Asbestos Certification, and respirator training documentation of all employees not identified in Pre-Job Submittals performing asbestos abatement on the Project.

D. Copy of Sign In/Out Log showing the following: date, name, social security number, entering and leaving time, company or agency represented and reason for entry for all persons entering work areas.

E. List of extra materials stock.

F. Notarized asbestos and/or other hazardous materials waste logs showing date, type of container removed from work area, signature of recorder, and time of day.

PART 2 - PRODUCTS: **not used.**

PART 3 - EXECUTION

3.01 IDENTIFICATION OF SUBMITTALS

A. Clearly label/identify submittals. Show identification on at least the first page of each submittal, and elsewhere as necessary for positive identification of submittal.

B. Accompany each submittal package with letter of transmittal showing information required for identification and checking.

3.02 TIMING OF SUBMITTALS

A. Make submittals far enough in advance of scheduled dates of commencement, execution, or installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

B. Accept responsibility for delays resulting from incomplete submittal packages.

3.03 DESIGNER'S REVIEW

A. Partial submittals may be rejected for non-compliance with Contract Documents.

B. Review by Designer does not relieve Contractor from responsibility for errors which may exist in submitted data.

C. Make revisions when required by Designer and resubmit for review.

3.04 PAYMENT FOR REVIEW

A. Initial Services: Costs for initial and first subsequent review, if required, will be covered under the Contract.

B. Subsequent Reviews: Costs of Designer's additional services associated with reviews required beyond first subsequent review will be responsibility of Contractor, and Owner may deduct corresponding amounts from Contract Sum by appropriate Modification.

ATTACHMENT A

NOTARIZED CERTIFICATE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS WORKER'S ACKNOWLEDGMENT

PROJECT NAME: _____ DATE: _____
PROJECT ADDRESS: _____
CONTRACTOR'S NAME: _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF DISEASES. IF YOU SMOKE AND INHALE ASBESTOS FIBERS, THE CHANCE THAT YOU WILL DEVELOP AN ASBESTOS RELATED DISEASE IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that: you be supplied with the proper respirator and be trained in its use; you will be trained in safe work practices and in the use of the equipment found on the job; and you will receive a medical examination. These requirements are to have been completed at no cost to you. By signing this certificate, you are assuring the Owner that your employer has met these obligations to you.

RESPIRATOR PROTECTION: I have been trained in the proper use of respirators, and informed of the type of respirator to be used on the above-referenced project. I have a copy of the written respiratory protection manual issued by my employer. I have been equipped, at no cost, with the respirator to be used on the above project.

TRAINING COURSE: I have been trained in the dangers inherent in handling asbestos and breathing asbestos fibers in proper work procedures, and personal and area protective measures. The topics covered in the course included the following:

- physical characteristics of asbestos or other hazardous materials
- health hazards associated with asbestos or other hazardous materials
- respiratory protection
- negative air systems
- work practices including hands-on or on-job training
- personal decontamination procedures
- air monitoring, personnel and area

MEDICAL EXAMINATION: I have had a medical examination within the past twelve (12) months which was paid for by my employer. This examination included health history, pulmonary function tests, and may have included an evaluation of chest X-ray. I have been notified of the results of my examination.

Signature: _____
Printed Name: _____
Witness: _____

END OF SECTION

SECTION 01 41 15
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 CODES AND REGULATIONS

The Regulatory Requirements used for State Building Commission projects are listed below as a convenience and may not be inclusive of all that apply. Others may also apply. Comply with all pertinent codes, standards, regulations, and laws.

	DOCUMENT	SOURCE	PHONE
1.	2006 ICC International Building Code (Except Chapter 11 – Accessibility; Chapter 27 – Electrical; and the International Electrical Code) 2006 ICC International Plumbing Code 2006 ICC International Fuel Gas Code 2006 ICC International Mechanical Code	International Code Council, Inc. Regional Office 900 Montclair Road Birmingham, Alabama 35213-1206	(888) 422-7233
2.	2006 International Fire Code -AND- NFPA *Life Safety Code* 2006 Edition	International Code Council, Inc. Regional Office 900 Montclair Road Birmingham, Alabama 35213-1206 National Fire Protection Association Batterymarch Park Quincy, Massachusetts 02269-9101	(888) 422-7233 (888) 422-7233
3.	2004 and 2005 S with 11/28/04 Supplements American National Safety Code (elevators, etc.) ANSI A17-1	American National Standards Institute 345 East 47th Street New York, NY 10017	(800) 843-2763
4. **5.**	2011 Tennessee Elevator Code And its Supplements 2007 Edition of Boiler and Unfired Pressure Vessel Inspection Law, Rules, and Regulations	TN Dept. of Labor and Workforce Development Div. of Boiler & Elevator Inspection 220 French Landing Drive Nashville, TN 37243-1006	(615) 741-2123
6. **7.**	ASHRAE Std 90.1-2007 Energy Standards for Buildings except Low-Rise Residential Buildings ASHRAE Std 90.2-2007 Energy-Efficient Design of New Low-Rise Residential Buildings ASHRAE Std 62-2007 Ventilation for Acceptable Indoor Air	American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) 1791 Tullie Circle NE Atlanta, Georgia 30329	(800) 527-4723
8.	Rules of TN Dept. of Commerce & Insurance Ch 0780-2-1, Electrical Installations Ch 0780-2-2, Codes and Standards Ch 0780-2-3, Plans and Specs Review Ch 0780-2-18, Equitable Restrooms	TN Dept. of Commerce and Insurance Div. of Fire Prevention & Plans Review 3rd Floor Davy Crockett Tower 500 James Robertson Parkway Nashville, TN 37243-1162	(615) 741-7190
9.	2010 ADA Standards for Accessible Design	U.S. Department of Justice Civil Rights Division http://www.ada.gov	(800) 514-0301
10.	Rules of TN Dept. of Environment & Conservation Ch 0400-40-02, Water Resources Regulations Ch 1200-01-18, Lead Based Paint Abatement Ch 1200-01-20, Asbestos Accreditation Requirements Ch 1200-03-09, General Requirements for Construction permits Ch 1200-03-11, Hazardous Air Contaminant Regulation	TN Dept. of Environment and Conservation 312 Rosa L. Parks Avenue William R. Snodgrass Tennessee Tower Nashville, Tennessee 37243 http://www.tn.gov/environment/permits/whoami.shtml	(888) 891-8332 (TDEC)

END OF SECTION

SECTION 01 43 28
TESTING LABORATORY SERVICES
for Hazardous Materials Abatement

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Owner will provide Project Monitor and qualified Testing Laboratory to perform final clearance of testing of Work performed under Contract Documents to determine general compliance.

B. Owner's Project Monitor and Testing Laboratory will perform final clearance testing necessary to determine general compliance with Contract Documents, and observe and document on a regular basis the execution and progress of the Work. Such observation and documentation shall be for the sole benefit of Owner and shall not be construed in any way as to include responsibility for Contractor's means, methods, techniques, sequences or procedures involved with execution of the Work, nor shall such observation and documentation by Project Monitor and Testing Laboratory be construed to include responsibility for any safety programs or procedures either utilized or not utilized by Contractor during Work.

C. Provision of Project Monitor and Testing Laboratory by Owner to perform testing for Owner shall not relieve Contractor from providing its own testing for compliance with specifications.

1.02 WORK INCLUDED

A. Cooperate with Owner's Project Monitor and Testing Laboratory in all aspects of testing to expedite testing and results.

B. Provide the Owner's representative access to Work at all times and in all locations requested as necessary to perform testing.

C. Pay for retesting subsequent to noncompliance of preliminary or final air tests as required in Contract Documents.

1.03 WORK NOT INCLUDED

A. Selection of Project Monitor or Testing Laboratory

B. Payment for initial compliance testing and initial laboratory services.

1.04 QUALITY ASSURANCE

A. Environmental air testing shall be performed in general accordance with procedures outlined in the National Institute for Occupational Safety and Health (NIOSH) 7400 Method, with analysis by Phase Contrast Microscopy (PCM), and also will follow guidelines issued by Environmental Protection Agency (EPA) regarding detection limits.

When performing air clearance testing for abatement in a K-12 school building, the clearance testing shall be performed in general accordance with procedures outlined in NIOSH Method 7402 with analysis by Transmission Electron Microscopy (TEM), and also will follow guidelines issued by Environmental Protection Agency regarding detection limits.

B. Final air testing will be performed in general accordance with EPA "Silver Book" - Measuring Airborne Asbestos Following an Abatement Action (EPA 600/4-85-049, November, 1985).

1.05 PAYMENT FOR TESTING

A. Initial Services: The Owner will pay for regulatory specified events of project monitoring and final air clearance testing required by Contract Documents.

B. Retesting: When final air clearance tests indicate noncompliance with Contract Documents, subsequent retesting will be performed by same Project Monitor and Testing Laboratory, and

associated costs will be responsibility of Contractor. These costs may be deducted by Owner from Contract Sum by appropriate Modification.

C. Additional Testing: When additional testing is required due to Contractor noncompliance with Contract Documents, subsequent and additional testing shall be performed by Owner's Project Monitor and Testing Laboratory, and associated costs will be responsibility of Contractor. These costs may be deducted by Owner from Contract Sum by appropriate Modification.

1.06 SCHEDULING

A. Project Monitor and Testing Laboratory will perform tests in areas and at times during the Work as deemed necessary by the Project Monitor and Testing Laboratory and as specified in the Contract Documents.

B. Notify Project Monitor of need for preliminary and final air testing at least twenty-four (24) hours prior to desired time of testing.

C. Coordinate other scheduling with Project Monitor as necessary.

1.07 RESULTS

A. Project Monitor and Testing Laboratory will perform all testing analysis promptly and issue results expeditiously in order to minimize any possible delay in the progress of the Work.

B. Test results shall be available to Owner, Designer, and Contractor as follows:

1. Air clearance results: twenty-four (24) hours following tests, and

2. Results of other tests deemed necessary by Designer; as quickly as possible, but not earlier than twenty-four (24) hours following completion of tests.

C. Air tests will be made both inside and outside of work areas. Contractor is cautioned, however, that should interpretations be made, opinions be formed, and conclusions be drawn by the Contractor as a result of examining the test results, that these interpretations, opinions and conclusions will be those made, formed and drawn solely by Contractor. Contractor is responsible for performing personnel air tests required for its evaluation of the safety of its employees.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 Contractor may use facility utilities (electricity and water) unless the privilege is abused, at which time the use will not be permitted and the Contractor will be required to obtain utilities elsewhere at no extra charge to the Owner. Contractor will be responsible for installation, maintenance, and removal of all temporary services.

1.02 Contractor shall provide and service portable restrooms.

1.03 Contractor is responsible for providing all necessary barricades on the roof and on the ground to meet OSHA requirements and protect people on the ground and in the Building.

1.04 Contractor's employees shall have no interaction with Building employees/occupants. Contractor's employees shall keep all trash in proper containers.

1.05 Contractor shall not double park vehicles in front of Building. Contractor may unload materials as required and then properly park vehicles at locations identified by the staff. Any materials to be unloaded which require a tractor trailer shall be coordinated with the Owner 24 hours prior to its arrival.

1.06 Contractor shall secure all materials and equipment at all times. Contractor shall coordinate all security efforts with Owner as required.

1.07 Contractor shall provide Project Superintendent with a cell phone. This number will be given to all parties in case of emergency.

1.08 On Site Representative is Chad Lovell (Office: 615-741-8252 – Cell: 615-906-1607).

1.09 Contractor is responsible for coordinating road closures and other traffic control with the Metropolitan Government of Nashville and Davidson County Department of Public Works (Metro). Contractor shall provide and install all traffic control shown on Plans. All signs and barricades shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). All traffic control devices shall be in place for a particular building face prior to beginning work on that face.

1.10 Contractor shall erect pre-engineered protective roof and wall coverings at locations shown on the Plans. All protective wall coverings shall have 4'x8' Lexan vision panels at 25' centers. Provide and install vandal-proof lights at 20' centers and required conduit. Obtain power for lights from existing light poles (coordinate with Nashville Electric Service (NES)). All protective coverings shall be in place for a particular building face prior to beginning work on that face.

1.11 Contractor shall not double park vehicles in front of Building. Contractor shall coordinate arrival and storage of materials with Owner. Contractor shall make provisions to unload tractor trailer trucks at steep ramp to loading dock. All large material delivery which may affect traffic shall be coordinated with Metro.

1.12 Contractor shall secure all materials and equipment at all times. Contractor shall coordinate all security efforts with Owner as required. State Security presence does not insure materials are safe.

1.13 When working above existing roofs, protect with 2" XPS insulation and wood board (minimum 8 feet wide extending from wall). Contractor shall provide ballast as required to prevent XPS and wood board becoming air born during strong winds.

1.14 The roof is currently bonded by Maxwell Roofing and Sheet Metal, Inc. (Maxwell) and warranted by Carlisle Syntec. All Roof protection shall be performed by or observed by Maxwell. When protection is removed, roof shall be inspected by Maxwell. Any damage observed to roof shall be repaired by Maxwell Roofing at no additional cost to the owner.

1.15 Work shall occur on one face at a time.

1.16 Prior to replacing windows on West Elevation, Contractor shall build temporary metal stud wall in Corridor of Jackson Hall with two layers of Type “X” drywall in interior side. Wall shall be sealed tight to existing ceiling and painted black. Remove and replace carpet squares as required. Wall Construction shall be coordinated with TPAC. Remove wall at completion of work on West Elevation.

1.17 When replacing windows on North Elevation, install temporary duct screens from floor to ceiling in area of work. Remove screens at end of each day’s work.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

SECTION 01 62 25
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 Environmental Hazardous Products, Materials, or Wastes

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, and/or State and local regulations, rules, or requirements that are equivalent or more stringent than the Federal regulations, rules, or requirements unless the Contract Documents give no other option than to provide a material or product that 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 that contains or is suspected to contain hazardous materials, components, constituents, waste, or leachate. The Contractor will certify all equipment and materials used in fulfillment of their Contract Responsibilities are no Asbestos containing materials.

B. Do not incorporate in the Work a product or material that 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 that comply with EPA provisions 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, and supply chemical constituent information and/or Material Safety Data Sheets (MSDS) with the substitution request.

1.02 Substitutions

A. Requests for substitutions shall be submitted to Designer on the form exhibited as Section 01 62 32, or in a similar format that provides the same or more information. Substitute products shall not be ordered or installed without written approval or acceptance from Designer. Contractor assumes all risks associated with premature ordering and installation of substitute products.

B. The specifically named manufacturers, products, and systems, and descriptive characteristics used in the Contract Documents normally serve only to establish a level of quality and a performance standard. Unless specific restriction is placed upon an item in the specifications, Contractor may submit proposals for substitutions. The Owner reserves the right to disallow substitutions. Contractor assumes risks associated with possible rejection of proposals for substitution submitted during the life of the contract.

C. Delays caused by tardiness of Contractor in preparing and forwarding submittals do not constitute an acceptable basis for consideration of substitute products. Delays due to factors that were in effect prior to project bidding do not constitute an acceptable basis for consideration of substitute products.

D. When making requests for substitutions, Contractor assumes the following responsibilities:

1. To have personally investigated the proposed substitute product and determined it is equal or superior in all respects to that specified;

2. To provide the same warranty for substitute that Contractor would for that specified;

3. To provide complete cost data, and waive all claims for additional costs related to substitution which subsequently become apparent; and,

4. To coordinate installation of the accepted substitute, making such changes as may be required for Work to be complete in all respects.

END OF SECTION

SECTION 01 62 32
SUBSTITUTION REQUEST FORM

To:	**Project:**
Attn:	
Specified Item:	**Proposed Substitute:**

1. The following are attached (Mark all that apply):

☐ **Complete Description** ☐ **Catalog**
☐ **Laboratory Tests** ☐ **Spec Data**

2. This substitution will have the following effects on dimensions, gauges, weights, etc.:

3. This substitution will have the following effects on wiring, piping, ductwork, etc.:

4. This substitution will have the following effects on other trades:

5. This substitution will have the following effect on construction Schedules:

6. The proposed substitute(s) differs from the specified product(s) in quality and performance as follows:

7. Manufacturers guarantees for the substitute(s) and the specified product(s) are (check one):

☐ **the same** ☐ **different** (if different, explain below)

8. Information on the availability of maintenance services and replacement materials for proposed substitute(s) is provided on an attached sheet if applicable. This attachment is:

☐ **attached** ☐ **not applicable**

9. Names, addresses, and phone numbers of fabricators and suppliers for proposed substitute(s) are provided on an attached sheet if applicable. This attachment is:

☐ **attached** ☐ **not applicable**

10. If the proposed substitution is accepted, it will result in:

☐ **no cost impact** ☐ **a cost increase of**
☐ **a cost decrease of** _____

(If change in cost is indicated, itemization on STREAM June 2014 Std 01 26 50 is attached)

11. License fees or royalties are pending on the proposed substitute.

☐ **No** ☐ **Yes** (if yes, explain below)

12. The undersigned or the firm represented shall pay for additional studies, investigations, submittals, redesign, and analysis by the Designer necessitated by this substitution request.

Substitutions must be requested in accordance with applicable Contract requirements. After bidding, substitutions are to be submitted only by Contractor. Substitute products should not be ordered or installed without written acceptance.

Submitted by: **Date:**
Sign here:

Name: **Telephone:**
type or print:

for: **E-Mail:**
Name of firm:

Address:
Street address:

and mailing address if different:

City, State, and Zip Code:

Designer's Review Comments:

☐ **Accepted** ☐ **Rejected**
☐ **Accepted as noted** ☐ **Rejected (received too late)**
☐ **Rejected (submittal incomplete)**

Additional comments:

For the Designer: **Date:**
Signature here: _____ _____

01 62 32

SECTION 01 74 00
CLEANING

PART 1 - GENERAL

1.01 The site shall be kept clean daily. Contractor shall keep the premises free of accumulation of waste and debris caused by work on this Project. All torn-out material shall be removed without damaging property. All material torn out and not to be reused shall become the property of the Contractor and shall be immediately removed from the site.

1.02 A final cleaning at the end of the project shall be performed to the satisfaction of the Owner and Designer. All sidewalks shall be swept clean of any construction debris.

1.03 Contractor shall pick up debris, nails and other items from demolition on a daily basis.

1.04 Contractor shall keep streets and sidewalks clean from dirt, mud and debris throughout the Project.

1.05 If any work is performed inside, Contractor shall keep dust to a minimum. Contractor shall vacuum inside areas upon completion of work.

1.06 Contractor shall clean all new windows (inside and outside). All labels shall be removed.

1.07 All new masonry shall be cleaned per manufacturer's recommendations.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

SECTION 01 77 70
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 REQUEST FOR CLOSE-OUT INSPECTION

A. SUBSTANTIAL COMPLETION: When Contractor considers Work substantially complete, Contractor shall submit to Designer:

1. Written assertion that Work is Substantially Complete;

2. A list of items to be completed or corrected and dates scheduled for completion or correction of each item;

3. Certification that orientation and training for facility maintenance personnel is complete or will be prior to inspection; and,

4. Written assertion that Operating and Maintenance Data Binders are complete and available or will be prior to inspection.

B. FINAL INSPECTION: When Contractor considers Work complete, Contractor shall submit to Designer:

1. Certification that a qualified person authorized by Contractor has reviewed the Contract Documents and inspected the Work;

2. Written assertion that the Work is complete and in accordance with Contract Documents and ready for Final Inspection;

3. Written assertion that additional materials necessary to augment the Operating and Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, are complete and available or will be prior to inspection; and,

4. Written assertion that Project Data Binders and Construction Record Documents are complete and available or will be prior to inspection.

C. Upon receipt of an appropriate request for close-out inspection, Designer will schedule an inspection meeting with Contractor, and Owner's representatives to determine the status of completion.

1.02 RESULTS OF CLOSE-OUT INSPECTIONS

A. Should the Designer determine that Work is not complete to the degree asserted by Contractor, Designer will promptly notify Contractor in writing stating the deficiencies. Contractor shall take immediate steps to remedy deficiencies and make a request for re-inspection.

B. SUBSTANTIAL COMPLETION: Designer will prepare a Certificate of Substantial Completion on AIA Document G704 accompanied by a list of items to be completed or corrected, and will submit Certificate to Contractor and to Owner for signature with an accounting of Liquidated Damages due, when Designer verifies that:

1. Work is Substantially Complete based on an inspection conducted pursuant to an appropriate request for close-out inspection;

2. Orientation and training for facility maintenance personnel is complete; and,

3. Operating and Maintenance Data Binders are complete and have been delivered to the Owner.

C. FINAL INSPECTION: Designer will certify that the Work is Complete, and will initiate Final Adjustments, when Designer verifies that:

1. Work is complete in accordance with Contract Documents based on an inspection conducted pursuant to an appropriate request for close-out inspection;

2. Orientation and training for facility maintenance personnel is complete; and,

3. Additional materials necessary to augment the Operating and Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, are complete and have been delivered to the Owner; and,

4. Project Data Binders and Construction Record Documents are complete and have been delivered to the Designer.

1.03 RE-INSPECTION FEES: If the Work fails a close-out inspection, and a subsequent inspection is requested and conducted based on Contractor assertion of the same stage of completion, Owner will compensate Designer for performing such re-inspection as additional services, and deduct the amount of such compensation from the Contract Sum by appropriate modification.

1.04 FINAL ADJUSTMENTS

A. When Designer has certified that the Work is complete, Designer will determine whether modification is needed to reflect appropriate adjustments to Contract Sum that were not previously effected. If such modification is needed, Designer shall prepare it and deliver it to Contractor, who in the case of a change order, shall sign and return it to Designer.

B. When Designer has certified that the Work and needed modifications to the Contract are complete, Designer will request that Contractor submit a final application for payment.

1.05 ONE (1) YEAR CORRECTIVE INSPECTION

A. A One (1) Year Corrective Inspection will be scheduled and conducted at project site prior to one (1) year from date Substantial Completion was achieved, but as close to the end of that year as is reasonably possible.

B. One (1) Year Corrective Inspection will be attended by at least one (1) representative each of Owner, Designer, and Contractor.

C. One (1) Year Corrective Inspection is intended to be an opportunity for Contractor to become aware of any outstanding corrections needed pursuant to the basic first-year warranty of Work.

END OF SECTION

SECTION 01 78 21
CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 DATA BINDERS

A. Provide one (1) complete set and two (2) CD's in portable document file (.pdf) format. Provide commercial quality, plastic covered, three ring binders. Identify project and type of data on face and side.

B. Provide information required by Contract Documents, including:

1. Cover sheet giving complete project title and number, Contractor's name, address, phone number, superintendent's name, and related information; and,

2. Table of Contents to identify material in Binders.

C. OPERATING & MAINTENANCE DATA BINDERS

1. Provide Product Data, including: manufacturer; model number; names, addresses, and telephone numbers of suppliers, installers, and servicers; related information for repair, renovation, or additions.

2. Provide Operating and Maintenance Data, including: instructions and schedules for proper operation, maintenance, servicing, and lubrication with manufacturer's parts list, illustrations, assembly drawings, maintenance diagrams, and list of recommended lubricants and cleaning agents; as-installed control diagrams and coordination drawings with color coded piping and wiring diagrams; valve tag charts with numbers, locations, and functions; panel board circuit directories; and, list of materials and parts furnished for Owner.

D. PROJECT DATA BINDERS

1. Provide required forms completed for supplying data on building systems or assemblies.

2. Provide a complete list of subcontractors and material suppliers, including dollar amount, company name, address, phone number, local representative, and information regarding diversity-owned business status. This information shall be submitted to Designer on the form exhibited as Section 01 78 88.

3. Provide Certificate of Substantial Completion, Use and Occupancy Permits, required TDEC permits, and Certificate(s) of Inspection or letter(s) of acceptance from governing authorities as apply.

4. Provide Contractor's warranty of the work.

5. Provide Guarantees, Warranties, Bonds, Certifications, Maintenance Agreements, service contracts, and related documents, including beginning date, duration, information about instances which might affect validity, and proper procedure in case of failure.

1.02 CONSTRUCTION RECORD DOCUMENTS

The record copy of Contract Documents and approved submittals required by paragraph 3.11 of the Conditions shall be kept in good condition for submittal to Designer upon completion of construction activity. In the course of the Work, Contractor shall legibly mark these documents to record actual conditions of Work, including: location, depth, and identification of new and existing underground items, location by dimension and identification of utilities, valves, tap points, equipment, service access, test points, and related features, field changes in dimensions and detail, changes by addenda, change orders, and construction change directives, description and details of features for maintenance, service, replacement, or expansion of the Work.

END OF SECTION

SECTION 01 78 88
REPORT OF SUBCONTRACTORS AND SUPPLIERS

Project	SBC Project Number	Page
		of

Use first entry on first page for General Contractor

Work performed or Material Supplied, and Dollar Value	Firm name and address	Principal Contact and Phone	Minority-Owned Business? If "Yes", provide classification and certifying agency
			☐ **Yes** ☐ **No** ☐ Women Business Enterprise ☐ Small Business Enterprise ☐ Minority Business Enterprise ☐ Service-Disabled Veteran Business Enterprise Cert. Agency: _____
			☐ **Yes** ☐ **No** ☐ Women Business Enterprise ☐ Small Business Enterprise ☐ Minority Business Enterprise ☐ Service-Disabled Veteran Business Enterprise Cert. Agency: _____
			☐ **Yes** ☐ **No** ☐ Women Business Enterprise ☐ Small Business Enterprise ☐ Minority Business Enterprise ☐ Service-Disabled Veteran Business Enterprise Cert. Agency: _____
			☐ **Yes** ☐ **No** ☐ Women Business Enterprise ☐ Small Business Enterprise ☐ Minority Business Enterprise ☐ Service-Disabled Veteran Business Enterprise Cert. Agency: _____
			☐ **Yes** ☐ **No** ☐ Women Business Enterprise ☐ Small Business Enterprise ☐ Minority Business Enterprise ☐ Service-Disabled Veteran Business Enterprise Cert. Agency: _____
			☐ **Yes** ☐ **No** ☐ Women Business Enterprise ☐ Small Business Enterprise ☐ Minority Business Enterprise ☐ Service-Disabled Veteran Business Enterprise Cert. Agency: _____
			☐ **Yes** ☐ **No** ☐ Women Business Enterprise ☐ Small Business Enterprise ☐ Minority Business Enterprise ☐ Service-Disabled Veteran Business Enterprise Cert. Agency: _____

SECTION 02 41 00
DEMOLITION

PART 1 - GENERAL

1.01 Work Included: Demolition required for this work includes, but is not necessarily limited to: At indicated floor shelf angles and windows, remove and properly store two split face block courses as required to install new lintel angel and though wall flashing. Remove and properly dispose of steel lintel angles at location shown on Elevations. Remove and properly dispose of existing backer rods and caulking at all precast concrete and split face block joints, junctures with other materials, coping, windows and penetrations. Remove and properly dispose of indicated storefront windows, frames and glazing. At curtainwall on Northwest side, remove and properly dispose of existing caulking and gaskets. Perform all other work as shown on the Plans.

1.02 In addition to complying with all pertinent codes and regulations, Contractor shall acquire any and all permits and/or licenses required to perform the work and shall conform to the requirements of all insurance carriers providing coverage for this work.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 Notification: Notify the Owner and Designer at least two full working days prior to commencing the work of this section.

3.02 Contractor shall carefully inspect the entire site and all objects designated to be removed and to be retained. Locate all existing utility lines and determine requirements for disconnecting or capping.

3.03 Clarification: The Drawings cannot and do not purport to show all objects existing on the site. Prior to commencing the work, verify with the Designer all objects to be removed and all objects to be reserved.

3.04 Scheduling: Schedule the work in a careful manner with all necessary considerations for the public. Avoid unnecessary interference with pedestrian and vehicular movements.

3.05 Remove all debris from the site and dispose of all removed material legally.

END OF SECTION

SECTION 04 20 00
MASONRY

PART 1 - GENERAL

1.01 SUBMITTALS REQUIRED: SHOP DRAWINGS( ); MATERIALS LIST(X); SAMPLES(X); MANUALS( ); CERTIFICATES( ); OTHER( )

1.02 DESCRIPTION: Work included in this Section includes removing existing deteriorated mortar joints at locations shown on Plans or as directed by Designer.

1.03 QUALIFICATIONS OF WORKMEN: For the actual cutting and replacing of mortar, use only skilled masons who are thoroughly experienced with the materials and methods specified herein.

a. In acceptance or rejection of the installed mortar, no allowance will be made for lack of skill on the part of the workmen.

b. All work performed under this Section shall comply with all pertinent codes and regulations concerning masonry installation.

c. All mortar used in the construction of the work covered by this Section shall be free from chips, cracks and other blemishes. All mortar which is damaged shall be immediately replaced.

PART 2 - PRODUCTS

2.01 SPLIT FACE CMU: Contractor shall clean mortar/debris from existing CMU and reuse. Contractor shall assume 20% breakage of existing CMU and shall provide new matching CMU at these locations. Contractor shall match existing CMU as close as possible. Where possible, any required new CMU shall be installed where it cannot be seen from the ground. All matching CMU shall conform to the requirements of ASTM C-90 and shall be approved by the Owner and Designer. New CMU shall be free of chips, cracks and other aesthetic defects.

MASONRY WORK SHALL BE FIRST CLASS. ALL NON-COMPLYING WORK SHALL BE REPLACED AT NO COST TO OWNER.

2.02 MORTAR: All mortar for masonry should be ASTM C270, Type N, cement-lime or masonry cement mortar (1 part portland cement, 1 part lime and 6 parts damp, loose sand or 1 part masonry cement mortar and 3 parts damp, loose sand by volume). Mortar color shall match existing as close as possible.

2.03 MASONRY TIES: Masonry ties shall be galvanized Z-bar type with drip manufactured by Dura-Wall. Ties shall be placed at a minimum spacing of 16" on center each way.

2.04 WEEPS: mortar net weep vent shall be full head and be on 32" c.c. Mortar net weep vent color shall match the CMU color.

2.05 THROUGH WALL FLASHING: Through wall flashing shall be .060, non-reinforced, black EPDM as manufactured by Firestone and Carlisle. Seams shall be made using 6” splice tape.

2.06 TERMINATION BARS: Termination bars shall be 1” wide x 1/8” thick aluminum with fasteners at 8” c.c. with stiffener and caulk edge as manufactured by Firestone and Carlisle.

2.07 PRECAST CONCRETE SEALER:

2.08 SPLIT FACE CMU SEALER: Sealer for concrete walls shall be Clear Guard Plus by Quest Construction Products Clear, Siloxane PD by Prosoco, Inc., Barracade Silane 40 IPA or approved equal.

2.09 LINTEL ANGLES: Steel shapes shall conform to ASTM A-992. Steel shapes and shall meet the requirements of ASTM A-36 and conform to the AISC KSI Specifications. Exterior lintel angles shall be hot dipped galvanized.

2.10 PRECAST CAST CONCRETE PATCH:

PART 3 - EXECUTION

3.01 Contractor shall mix mortar in accordance with ASTM specifications. Mortar which is not used after one hour shall be discarded. Mortar shall not be re-tempered.

3.02 Tool all joints to a dense, smooth concave surface unless otherwise noted. All work shall be plumb, level and true.

3.03 CLEANING: Upon completion of work in this Section, all exposed masonry shall be thoroughly cleaned and defective joints re-pointed. Protect other items against injury from cleaner. Rinse all work thoroughly and leave job clean and neat. No masonry work shall be performed unless the temperature is 40 degrees F and rising. Protect all work from freezing and/or frost action until cured. Promptly remove from the job site all mortar droppings and other debris arising from the work of this Section.

3.04 At the end of each day's work, cover all openings with .004 polyethylene film.

3.05 All masonry shall be installed in a first class workmanship manner.

3.06 Lay up all walls in running bond unless otherwise noted. All intersections of walls shall be tied utilizing standard wall reinforcing tees. Do not use chipped or broken units in any case. Protect all masonry units on the jobsite until ready for use. Place all units in mortar with full shoved bed and head joints. Align all vertical cells to maintain a clear, unobstructed system of flues. Fully embed reinforcement. Tool all joints to a dense, smooth concave surface unless otherwise noted. All work shall be plumb, level and true.

3.07 .060" EPDM through wall flashing shall be installed at locations shown on Plans. All EPDM through wall flashing shall have end dams at all openings, terminations and all longitudinal joints shall be 100% sealed from back to front using EPDM seam tape. All through wall flashing shall be watertight at all corners. All EPDM through wall flashing shall extend out of wall and create a drip over the new metal to insure no water re-enters wall system at flashing exit. In no case shall flashing be cut short of the outside plane of the CMU. **If the flashing is not exposed creating a drip protecting the flashing exit, the wall flashing shall be torn out and replaced at no additional cost to the Owner. No questions asked whatsoever!** Through wall flashing shall be run continuously through control joints. All EPDM seams shall be inspected by Designer prior to reinstalling CMU.

3.08 EPDM shall extend beyond face of CMU until inspected by Designer. After inspection, Contractor shall trim EPDM flush with face of CMU. All flashing is subject to passing Designer's 2 hour water test.

END OF SECTION

SECTION 05 00 00
METALS

PART 1 - GENERAL

1.01 SUBMITTALS REQUIRED: SHOP DRAWINGS(X); MATERIALS LIST(X); SAMPLES( ); MANUALS( ); CERTIFICATES( ); OTHER( )

1.02 DESCRIPTION: Work included in this Section is as indicated on the Drawings. In general, the work of this Section includes replacement of metal deck which will not meet Manufacturer's required pull test.

1.03 PRODUCT HANDLING: All materials in this Section shall be protected during and after installation from other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Designer, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 LINTEL ANGLES: Lintel angles shall be hot dipped galvanized. Size shall be per Plans.

PART 3 - EXECUTION

3.01 FABRICATION: Fabricate all structural steel in strict accordance with approved Shop Drawings and referenced standards. Shop-clean and prime all structural steel, unless noted otherwise. All welding shall be done in accordance with ASTM, AISC, and AWS Specifications. Unless otherwise noted, use E-70 Series electrodes. Make all welds in accordance with AWS Specifications and of the size as indicated on the Drawings. Make all butt welds full penetration welds, using backup as necessary. Welds not indicated to be fillet welds shall be 100% full penetration butt welds, unless specified otherwise. Erect all structural steel in strict accordance with the Drawings and pertinent regulations and standards. Align all structural steel straight, plumb and level, within a tolerance of 1 in 500.

Exercise extreme care to insure that no trade overloads structural elements by concentration of building materials. Insure where masonry walls are to be placed on structural steel framework that the structural steel framework is preloaded by a weight equal to the weight of the masonry unit prior to and during the installation of the masonry units. Any cost of preparing damage done by not following these Specifications shall be borne by the parties responsible, and in no case shall the Owner be charged an additional charge for such corrective measures.

3.02 CLEAN-UP AND FIELD TOUCH-UP: Grind smooth and clean all exposed field welds, and touch-up all abrasions, scratches and defects incurred during the erection of the steel. Leave all work in a first-class condition for other trades. This Contractor shall, after erection, field-paint all defects in the steel primed coat. All steel which is to be buried below grade or under concrete slabs shall be painted with a heavy coat of bituminous paint prior to backfilling or pouring of the concrete.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUBMITTALS REQUIRED: SHOP DRAWINGS(X); MATERIALS LIST(X); SAMPLES( ); MANUALS( ); CERTIFICATES( ); OTHER( )

1.02 SCOPE & QUALITY ASSURANCE: Furnish and install all Rough Carpentry as indicated on the Drawings. In addition to complying with all pertinent Codes and Regulations, (In the event of conflict between pertinent codes, regulations, referenced standards, or these Specifications, the more stringent shall govern. All materials of this Section shall comply with pertinent provisions of:

All wood blocking shall be No. 2 Southern Pine: Southern Pine Institute.

Provide skilled workmen and supervisors during execution of this work who are familiar with the type of construction involved and the materials and techniques specified. In the acceptance or rejection of rough carpentry, no allowance will be made for lack of skill on the part of workmen.

1.03 PRODUCT HANDLING:

A. Use all means necessary to protect materials and other work from damage, abuse, weather or people.

B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Designer and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 GRADE STAMPS: Identify all materials of this Section by the appropriate stamp of the agency listed in the reference standards, or by such other means as are approved in advance by the Designer.

2.02 MATERIALS: All materials of this Section, unless specifically otherwise approved in advance by the Designer, shall meet or exceed the following:

All wood blocking shall be No. 2 Southern Pine. In general, wood shall not be treated with preservative solutions containing copper. If preservative treated wood is specified, then all fasteners in the wood shall be stainless steel.
Pressure treated wood blocking shall not come into contact with metal deck. If pressure treated wood blocking is used, a 30 lb. felt shall be used to separate the wood from the metal deck.

All plywood shall be exterior grade "CD" plywood.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS:

A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that rough carpentry may be performed in strict accordance with the original design and all pertinent Codes and Regulations.

B. In the event of discrepancy, immediately notify the Designer. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 WORKMANSHIP: All rough carpentry shall produce joints true, tight, and well nailed, with all members assembled in accordance with the Drawings and with all pertinent Codes and Regulations.

Carefully select all members; select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections. Cut out and discard all defects which will render a piece unable to serve its intended function; lumber may be rejected by the Designer, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.

3.03 BLOCKING:

Install all blocking required to support all items of finish as shown on the Plans.

3.04 FASTENING:

Bolting: Drill holes 1/16-inch larger in diameter than the bolts being used; drill straight and true from one side only. Bolt threads must not bear on wood; use washers under head and nut where both bear on wood; use washers under all nuts.

3.05 CLEANING UP:

A. Keep the premises in a neat, safe, and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut ends, and debris.

B. At the end of each working day, or more often if necessary, thoroughly sweep all surfaces where refuse from this portion of the work has settled. Remove the refuse to the area of the job site set aside for its storage. Upon completion of this portion of the work, thoroughly broom-clean all surfaces.

3.06 BLOCKING: Existing perimeter wood blocking in good condition may remain provided it meets the attachment requirements below.

All perimeter wood blocking shall be attached to the structure with bolts or screws as appropriate through all thicknesses of blocking to meet the attachment requirements below.

<u>ATTACHMENT REQUIREMENTS:</u>

a. All existing and new wood blocking attachment shall be in accordance with ES-1 and FM 1-49 requirements and shall resist a minimum force of 200 pounds per linear foot in any direction.
b. Do not countersink nuts/fastener heads lower than the top of the wood blocking being attached.
c. The spacing of the fasteners may vary as required to achieve this standard. Spacing of fasteners at corners shall be cut in half. Dimensions of corners shall be per ES-1 and FM 1-49 requirements, but a minimum of 8’x8’.

END OF SECTION

SECTION 07 62 00
FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 SUBMITTALS REQUIRED: SHOP DRAWINGS(X); MATERIALS LIST(X); SAMPLES( ); MANUALS( ); CERTIFICATES( ); OTHER( )

1.02 SCOPE: Furnish and install all Flashing and Sheet Metal as shown on the Drawings or as specified herein.

1.03 QUALITY ASSURANCE:

1. Provide workmen who are familiar with the materials and methods of flashing and sheet metal work.

2. Comply with all pertinent Codes and Regulations and recommendations contained in "Architectural Sheet Metal Manual," latest edition, of the Sheet Metal and Air Conditioning Contractors National Association, Inc.

3. Upon request of the Designer, demonstrate by hose or standing water that all flashing and sheet metal is completely watertight.

1.04 PRODUCT HANDLING: Protect the materials of this Section before, during, and after installation, and protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Designer and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS AND GAUGES: Where sheet metal is required and no material or gauge is indicated on the Drawings, furnish and install the highest quality and weight commensurate with the referenced standards set by SMACNA. Provide 20-year finish warranty on all new sheet metal. All low slope perimeter/edge metal shall meet or exceed Code required ES-1 attachment requirements.

2.02 METAL:

A. All prefinished metal shall be Kynar 500 resin based architectural coating by Carlisle, Firestone or Hickman. Provide 20-Year Finish Warranty on all new sheet metal.

2.03 NAILS, RIVETS, AND FASTENERS:

Use copper pop rivets and nails when attaching copper materials. Fasteners used in copper solution preservative wood shall be stainless steel fasteners.

2.04 OTHER MATERIALS: All other materials not specifically described but required for a complete and proper installation of flashing and sheet metal shall be new first quality of their respective kinds and subject to the approval of the Designer.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS:

A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that flashing and sheet metal may be installed in accordance with the original design, all pertinent Codes and Regulations, the referenced standards, and the approved Shop Drawings.

B. In the event of discrepancy, immediately notify the Designer. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 WORKMANSHIP:

A. Form all sheet metal accurately to the dimensions and shapes required, finishing all molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit and soldering securely. Unless otherwise specifically permitted by the Designer, turn all exposed edges back 1/2”.

B. Form, fabricate, and install all sheet metal so as to adequately provide for expansion and contraction in the finished work.

C. Weatherproofing: Finish watertight and weather tight where so required. Make all lock seam work flat and true to line and sweated full of solder. Make all lock seams, when soldered, at least ½-inch wide. Where lap seams are not soldered, lap according to pitch, but in no case less than three inches. Make all flat and lap seams in direction of flow.

D. Joints: Join parts with rivets or sheet metal screws where necessary for strength or stiffness. Provide suitable watertight expansion joints for all runs of more than 40-feet except where closer spacing is indicated on the Drawings or required for proper installation. Longitudinal seams in caps, copings, etc., shall be standing-seam joints.

E. Nailing: Whenever possible, secure metal by means of clips or cleats without nailing through the metal. In general, space all nails, rivets, and screws not more than 8-inches apart and, where exposed to the weather, use lead washers. For nailing into wood, use barbed roofing nails 1-1/4 inches long by 11-gauge. For nailing into concrete, use drilled plug holes and plugs.

F. Soldering: Thoroughly clean and tin all joint materials prior to soldering. Perform all soldering slowly with a well-heated heavy soldering copper of blunt design, properly tinned for use, in order to heat the seams thoroughly and to completely fill them with solder. Make all exposed soldering on finished surfaces neat, full flowing, and smooth. After soldering, thoroughly wash acid flux with a soda solution.

END OF SECTION

SECTION 07 92 13
CAULKING

PART 1 - GENERAL

1.01 SUBMITTALS REQUIRED: SHOP DRAWINGS( ); MATERIALS LIST(X); SAMPLES( ); MANUALS( ); CERTIFICATES( ); OTHER( )

1.02 QUALITY ASSURANCE:

1. Installation of caulking shall be performed only by workmen thoroughly skilled and specially trained in the techniques of caulking, and who are completely familiar with the published recommendations of the manufacturer of the caulking materials being used.

2. Indication of lack of skill on the part of caulking installers shall be sufficient grounds for the Designer to reject installed caulking and to require its immediate removal and complete re-caulking at no additional cost to the Owner.

1.03 PRODUCT HANDLING: Protect the materials of this Section before, during, and after installation, and protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Designer and at no additional cost to the Owner.

1.04 DESCRIPTION: The purpose of caulking in this work is to provide a positive barrier against penetration of air and moisture at joints between items where caulking is essential to continued integrity of the barrier. Such caulking will normally be performed under the work of various Sections of the Specifications, but shall be performed in strict accordance with the provisions of this Section. Individual requirements for caulking are described in various other Sections of these Specifications.

1.05 REFERENCES

1. American Society for Testing and Materials (ASTM):

   1. ASTM C679 - Standard Test Method for Tack-Free Time of Elastomeric Sealants.

2. ASTM C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).

3. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants.

4. ASTM C920 - Elastomeric Joint Sealants.

5. ASTM C1135 - Standard Test Method for Determining Tensile Adhesion Properties of Structural Sealants.

6. ASTM C1193 - Standard Guide for Use of Joint Sealants.

7. ASTM C1248 - Standard Test Method for Staining Porous Substrate by Joint Sealants.

8. ASTM C1330 - Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.

9. ASTM D412 - Standard Test Method for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers - Tension.

10. ASTM D2202 - Standard Test Method for Slump of Sealants.

1.06 SUBMITTALS

A. Provide in accordance with Section 01 33 00 - Submittal Procedures:

1. Product data for silicone sealant and joint backing. Include material safety data sheets (MSDSs) and certifications showing compliance with specified standards.

2. Shop drawings detailing sealant joints and indicating joint dimensions, materials, sealant profile, and size limitations.

3. Manufacturer’s color chart for selection by Owner.

4. Manufacturer’s instructions for installation and field quality control testing.

1.07 PROJECT CONDITIONS

A. Do not install silicone sealant during inclement weather or when such conditions are expected. Allow wet surfaces to dry.

B. Do not install sealant when temperature is less than 5 degrees F below dew point.

PART 2 - PRODUCTS

2.01 SEALANT: All caulking materials shall be a medium-modulus, one-component, pre-pigmented, neutral-cure elastomeric silicone sealant. All sealant shall be compatible with one another and compatible with materials they will come into contact with. Approved Manufacturers are Dow Corning 756, Tremco Spectrum 3, Momentive SilPruf NB SCS9000 or approved equal.

Before any work starts, Contractor shall submit a sample to caulking company for testing. Caulking company shall perform adhesion, stain and compatibility tests to determine appropriate caulk. Caulking Company shall also determine proper cleaning solution and if primer will be required. Contractor shall submit the test reports to the Designer before any work begins.

A. Compliance: Sealant shall meet or exceed requirements of ASTM C920, Type S, Grade NS, Class 50, Use NT, G, M, A, and O.

B. Joint size limitations:

1. Width 1/4" minimum up to 2".

2. Depth: 1/4" minimum up to 1/2"

C. Color: as selected by Owner from Standard colors.

A. Shelf life: 12 months.

B. Application temperature range: Minus 20 to plus 122 degrees F.

C. Tack-free time: 2 hours at 77 degrees F and 50 percent relative humidity, tested in accordance with ASTM C679.

D. Curing time: 7 to 14 days at 77 degrees F and 50 percent relative humidity.

E. Volatile organic compound (VOC) content: 87 grams/liter maximum.

F. Paintable with oil-based paint after full cure for 6 months.

G. Cured sealant properties after 21 days at 77 degrees F.

1. Joint movement capability: Plus and minus 50 percent, tested in accordance with ASTM C719.

2. Hardness: 35-durometer hardness, Shore A, tested in accordance with ASTM D2240.

3. Properties, tested in accordance with ASTM D412:

a. Ultimate tensile strength: 200 psi.

b. Ultimate elongation: 1,200 percent.

4. Tear strength, die B: 100 ppi tested in accordance with ASTM D412.

5. Ultimate tension adhesion: 80 psi tested in accordance with ASTM C1135.

6. Minimum peel strength to glass, fluoropolymer coatings, and brick: 15 ppi tested in accordance with ASTM C794.

7. Staining on white marble: None, when tested in accordance with ASTM C1248.

2.02 ACCESSORIES

A. Substrate primer: As recommended for project conditions and provided by sealant manufacturer.

B. Sealant backing: Provide backing complying with ASTM C1330 Type B non-absorbent, bi-cellular material with surface skin.

1. Size: Greater than joint opening by 25 percent minimum.

C. Bond breaker tape: Provide tape to prevent adhesion to joint fillers or joint surfaces at back of joint and allow sealant movement.

1. Type: Polyethylene or other plastic tape recommended by sealant manufacturer.

D. Masking tape: Non-staining, non-absorbent type compatible with silicone sealant and adjacent surfaces.

PART 3 - EXECUTION

3.01 GENERAL

A. Prepare substrates and apply silicone sealant in accordance with manufacturer's instructions.

B. Handle, store, and apply materials in compliance with applicable regulations and material safety data sheets (MSDS's).

C. Do not use silicone sealant for:

1. Below-grade applications.

2. Surfaces to be immersed in water for prolonged time.

3. Materials bleeding oils, plasticizers, and solvents.

4. Structural glazing.

5. Surfaces subject to abrasion and abuse.

6. Medical and pharmaceutical applications.

7. Sandstone.

8. Polypropylene, polyethylene, polyacrylate, and polytetrafluoroethylene.

D. Do not apply in totally confined spaces without ventilation for curing.

3.02 PREPARATION

A. Inspect existing joints to be repaired. Ensure surfaces are clean, dry, and free of frost, dust, dirt, grease, oil, curing compounds, form release agents, laitance, efflorescence, mildew, and previous films and coatings.

B. Remove existing joint sealant materials. Clean joints and remove joint sealant residue. Repair deteriorated or damaged substrates as recommended by silicone sealant manufacturer to provide suitable substrate. Allow patching materials to cure.

C. Clean substrates to receive silicone sealant.

1. Porous surfaces: Abrasive-clean followed by blasting with oil-free compressed air.

2. Nonporous surfaces: Use two-cloth solvent wipe in accordance with ASTM C1193.

D. Adhesion test: Apply silicone sealant to small area and perform adhesion test in accordance with ASTM C1193, Method A, to determine if primer is required to achieve adequate adhesion. If necessary, apply primer at rate and in accordance with manufacturer's instructions.

E. Masking: Apply masking tape as required to protect adjacent surface and to ensure straight bead line and facilitate cleaning.

3.03 APPLICATION

A. Sealant backing: Install without gaps, twisting, stretching, or puncturing backing material. Use gage to ensure uniform depth to achieve correct profile, coverage, and performance.

B. Bond breaker: Install on backside of joint where backing is not feasible.

C. Sealant:

1. Use sealant-dispensing equipment to push sealant bead into opening. Fill joint opening to full and proper configuration. Apply in continuous operation.

2. Before skinning or curing begins, tool sealant with metal spatula. Provide concave, smooth, uniform, sealant finish. Eliminate air pockets and ensure complete contact on both sides of joint opening. Tool joints in one continuous stroke.

D. Complete horizontal joints prior to vertical joints. Lap vertical sealant over horizontal joints.

E. Cleaning: Remove masking tape and excess sealant.

3.04 FIELD QUALITY CONTROL

A. Perform adhesion tests in accordance with manufacturer's instructions and with ASTM C1193, Method A, Field-Applied Sealant Joint Hand-Pull Tab.

1. Perform 5 tests for first 1,000 linear feet of applied silicone sealant l and 1 test for each 1,000 feet seal thereafter or perform 1 test per floor per building elevation minimum.

2. For sealant applied between dissimilar materials, test both sides of joint.

B. Sealants failing adhesion test shall be removed, substrates cleaned, sealants re-installed, and re-testing performed.

C. Maintain test log and submit report to Designer indicating tests, locations, dates, results, and remedial actions.

END OF SECTION

SECTION 08 40 00
ALUMINUM STOREFRONT WINDOWS

PART 1 - GENERAL

1.01 SUBMITTALS REQUIRED: SHOP DRAWINGS(X); MATERIALS LIST(X); SAMPLES( ); MANUALS( ); CERTIFICATES( ); OTHER( )

1.02 SCOPE: Furnish and install all Storefronts Windows and curtainwalls as shown on the Drawings or as specified herein.

1.03 QUALITY ASSURANCE: Provide at least one person who is thoroughly familiar with installation and manufacturer's recommendations and who shall be present during this work.

1.04 PRODUCT HANDLING: Protect materials of this Section before, during and after installation and protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Designer and at no additional cost to the Owner.

1.05 ALL WINDOWS SHALL HAVE WATERTIGHT SUBSILLS UNDER EACH WINDOW UNIT AND HEAD FLASHING ABOVE WINDOW UNITS. SUBSILLS SHALL HAVE END DAMS AND BACK DAM AND SHALL BE ONE PIECE. WINDOWS SHALL BE SET IN SOLID BED OF MASTIC. WINDOWS SHALL NOT BE SECURED THROUGH HORIZONTAL SUBSILL UNLESS REQUIRED FOR CURTAINWALLS.

PART 2 - PRODUCTS

2.01 STOREFRONT WINDOWS:

a. Aluminum storefront system shall be Tubelite 2” x 4” dark bronze T14650 series material or approved equal. Provide thermal barrier.

2.02 GLAZING: See Section 08 80 00 for glazing.

PART 3 - EXECUTION

3.01 FABRICATION: Fabricate all products of this Section in complete accordance with the standards referenced in published literature of selected manufacturer.

3.02 INSTALLATION:

a. Prior to installation of the work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point that this installation may properly commence. Verify that metal windows may be installed in complete accordance with the original design and the manufacturer's recommendations.

b. In the event of discrepancy, immediately notify the Designer. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

c. Install glass in accordance with Section 08 80 00.

d. Designer will check subsill end dams and back dam before the installation of windows.

END OF SECTION

SECTION 08 80 00
GLASS AND GLAZING

PART 1 - GENERAL

1.01 SUBMITTALS REQUIRED: SHOP DRAWINGS(X); MATERIALS LIST(X); SAMPLES( ); MANUALS( ); CERTIFICATES( ); OTHER( )

1.02 SCOPE: Furnish and install all Glass and Glazing as shown on the Drawings or as specified herein.

1.03 QUALITY ASSURANCE:

a. Provide at least one person who shall be thoroughly trained and experienced in the skills required, who shall be completely familiar with the referenced standards and the requirements of this work, and who shall personally direct all installation performed under this Section of these Specifications.

b. In addition to complying with all pertinent codes and regulations, comply with all pertinent recommendations contained in the "Manual of Glazing" of the Flat Glass Marketing Association.

1.04 PRODUCT HANDLING: Protect the materials of this Section before, during, and after installation and protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Designer and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 GLASS: All glass shall bear the label of its manufacturer and shall conform in all respects with the pertinent requirements of Federal Specification DD-G-451c, shall be relatively distortion- free with all distortion waves in the horizontal direction, and shall be in the following quantities:

a. GLASS: All exterior glass shall be PPG Solarban 70 XL low E or equal approved in advance by Designer. Coating shall be Bronze. Glass shall be 1” insulated with 1/4” inner glass, 1/2” air space and 1/4” outer glass.

2.02 GLAZING ACCESSORIES: All glazing accessories shall be new, first quality of their respective kinds, and subject to the approval of the Designer.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS:

a. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that all glazing may be performed in accordance with all pertinent codes and regulations, the original design, and the referenced standards.

b. In the event of discrepancy, immediately notify the Designer. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 GLAZING: Set all glass in a true plane, tight and straight with proper and adequate clearance, firmly anchored to prevent rattling and looseness, with all edges cleanly cut; do not nip or seam the edges. Make sure that no glass is in a bind so as to increase the probability of cracking.

3.03 CLEANING UP: Upon completion of glazing, thoroughly clean all glass surfaces, correct all imperfections, replace all damaged glass, and leave all labels on the glass until they have been inspected and approved by the Designer, but remove all labels immediately thereafter.

END OF SECTION

SECTION 09 25 00
GYPSUM DRYWALL

PART 1 - GENERAL

1.01 SUBMITTALS REQUIRED: SHOP DRAWINGS( ); MATERIALS LIST(X); SAMPLES( ); MANUALS( ); CERTIFICATES( ); OTHER( )

1.02 SCOPE: Furnish and install all Gypsum Drywall as shown on the Drawings or as specified herein.

1.03 QUALITY ASSURANCE:

a. Qualifications of installers: Use only skilled and experienced gypsum drywall installers for laying up the gypsum board, fastening, taping, and finishing. Helpers and apprentices used for such work shall be under full and constant supervision at all times by thoroughly skilled gypsum drywall installers. In the acceptance or rejection of installed gypsum drywall, no allowance will be made for lack of skill on the part of installers.

b. Manufacturers' recommendations: The manufacturers' recommended methods of installation, when approved by the Designer, shall be the basis for acceptance or rejection of actual installation methods used in this work. Accompanying the materials list, submit two copies of the manufacturer's recommended method of installation for each item.

c. Mock-up: At a suitable location within the work where approved by the Designer, lay up a portion of a finished wall and ceiling demonstrating the finish to be obtained under this Section. Adjust the finishing techniques as required to achieve the finish desired by the Designer as described in this Section of these Specifications. Upon approval of the mock-up, the mock-up may be left in place as a portion of the finished work of this Section.

1.04 PRODUCT HANDLING: Protect the materials of this Section before, during, and after installation and protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Designer and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 INTERIOR GYPSUM PANELS:

a. All interior gypsum panels indicated on the Drawings shall be 5/8” thick panels conforming with the requirements of ASTM C-36-67 and manufactured by USG Corporation, G-P Gypsum Corporation or equal approved by Designer. Where indicated on the drawings, gypsum drywall panels shall be Type "X," FIRECODE Drywall. 2 hour rating shall be achieved by 2 layers of 5/8" Type "X" drywall.

2.02 JOINT SYSTEM:

a. All joint system, including tape and compounds, shall be a system recommended by the manufacturer of the gypsum panels used as compatible with the gypsum panels.

b. A single compound may be used for embedment of tape, skim coating, and finishing if the compound is recommended for that purpose by the manufacturer of the gypsum panels used.

2.03 FASTENERS: All fasteners shall be metal screws specially designed for application of gypsum panels to metal studs and shall be the length and pattern recommended by the manufacturer of the gypsum panels used. Nail gypsum panels to wood studs.

2.04 METAL CORNERBEAD AND TRIM: All metal cornerbead and trim, and all accessory items, shall be a system recommended by the manufacturer of the gypsum panels used as being compatible with the gypsum panels.

2.05 WATER: All water used in joint system shall be clean, fresh, and free from deleterious amounts of foreign material.

2.06 OTHER MATERIALS: All other materials, not specifically described but required for a complete and proper installation of gypsum drywall, shall be as selected by the Contractor subject to approval of the Designer.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS: Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that gypsum drywall may be installed in accordance with the original design, all pertinent codes and regulations, and the manufacturer's recommendations as approved by the Designer.

In the event of discrepancy, immediately notify the Designer. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 INSTALLATION: Install all panels plumb, level, and with all vertical joints on bearing.

a. When cutting gypsum drywall is required, cut by scoring and breaking or by sawing, working from the face side.

b. When cutting by scoring, cut through the face paper and then snap the panel back away from the cut fact; then break the back paper by snapping the gypsum board in the reverse direction or by cutting the back paper.

c. Smooth all cut ends and edges of panels as necessary to obtain a smooth joint.

d. For cut-outs in panels for pipes, fixtures, and other small openings, make holes and cut-outs by sawing or by such other method as will not fracture the core or tear the covering and with such accuracy that plates, escutcheons, or trim will cover the edges.

e. The use of "score and knockout" method will not be permitted.

f. Properly space all fasteners in careful accordance with the manufacturer's recommendations and code requirements, with heads driven slightly below the surface for proper cementing but without breaking the paper cover.

g. Loosely butt all joints to be taped; firmly butt all joints to be left untreated.

h. Stagger all end joints and the joints between panels to achieve a maximum of bridging a minimum of continued joints.

i. At those areas where gypsum drywall ceiling is indicated on the finish schedule, and where it is possible to do so, install the ceiling prior to installing walls.

j. Where possible, and where permitted by code, float the interior ceiling angles.

k. At all sound isolation walls, set all gypsum panels on each side of the partition in a continuous 1/4 inch bead of caulking furnished and installed in accordance with the provisions of Section 07900 of these Specifications.

l. Install sound insulation board as detailed on the Drawings.

m. Laminate gypsum panels to the installed sound insulation board by adhesive recommended for that purpose and approved by the Designer; do not use screws for mounting gypsum panels to sound insulation board.

3.03 INSTALLING METAL TRIM:

a. The Drawings do not purport to show all metal trim required; verify with the Designer the precise locations and types of trim to be used.

b. Installation: Carefully inspect the Drawings and verify location of all metal trim required. Install all trim in strict accordance with the manufacturers recommendations, paying particular attention to make all trim installation plumb, level, and true to line, with firm attachment to supporting members.

3.04 TAPING AND FINISHING:

a. Environmental conditions: Control heating and ventilating during finishing operations to insure the maintenance of 55 degree F. minimum temperature.

b. First coat:

1. Spread compound evenly over all joints, using suitable tools designed for the purpose.

2. Fill all joint recesses and metal trim.

3. Center the reinforcing tape on the joint and press into the fresh compound, wiping down with sufficient pressure to remove excess compound but leaving sufficient compound under the tape for proper bond.

4. Feather all edges and leave the surface free from blisters and tape wrinkles.

5. Apply compound to all fastener recesses, leaving flush with the adjacent surfaces.

6. Fold reinforcing tape along its centerline and apply to all interior angles, following the same procedure as for joints.

c. Second coat:

1. Lightly sand the dry compound with fine sandpaper to remove all irregularities.

2. Apply a second coat of compound to all joints, feathering approximately three inches beyond edges of tape.

3. Apply second coat to all fastener recesses; allow to dry.

d. Third coat:

1. Lightly sand the dry compound with fine sandpaper to remove all irregularities.

2. Apply final skim coat, feathering out approximately two inches beyond second coat.

3. Third coat all fastener recesses and metal trim, and all interior angles; allow to dry.

e. "Acoustical" texture coat:

1. Where "acoustical" ceiling is called for on the finish schedule, the third coat described above may be omitted.

2. Machine apply an acoustical texture coat to the designated ceiling areas in a degree of texture approved by the Designer.

3. Neatly trim all interface of acoustical texture to smooth texture.

f. "Skip-trowel" texture coat:

1. Where "skip-trowel" texture coat is called for on the Drawings, the third coat described above may be omitted, provided all irregularities in gypsum drywall finishing will be completely obliterated by the finished texture coat.

2. Apply the skip-trowel texture coat to the designated areas in a degree of texture approved by the Designer.

g. "Smooth" finish: Where smooth finish is called for on the Drawings, and where no other finish is called for on the Drawings, carefully sand the third coat to a uniformly smooth surface completely free from irregularities visible to the unaided eye at a distance of five feet.

3.05 CLEANING UP: Do not allow the accumulation of scraps and debris arising from the work of this Section, but maintain the premises in a neat and orderly condition at all times. In the event of spilling or splashing compound onto other surfaces, immediately remove the spilled or splashed material and all trace of the residue to the approval of the Designer.

3.06 Where fire-rated walls have recessed items in them, insure rating wraps around recessed item using furr-out or chase wall.

END OF SECTION

SECTION 09 91 00
PAINTING

PART 1 - GENERAL

1.01 SUBMITTALS REQUIRED: SHOP DRAWINGS( ); MATERIALS LIST( ); SAMPLES(X); MANUALS( ); CERTIFICATES( ); OTHER(X) COLOR CHARTS

1.02 SCOPE: Furnish and install all Painting as shown on the Drawings or as specified herein.

1.03 MANUFACTURER'S RECOMMENDATIONS:

In each case where material proposed is not the material specified or specifically described as an acceptable alternate in this Section of these Specifications, submit for the Designer's review the current recommended method of application published by the manufacturer of the proposed material.

1.04 QUALITY ASSURANCE:

a. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with "Standard (Type 1)," as defined by the Painting and Decorating Contractors of America in their "Modern Guide to Paint Specifications," latest edition.

b. Qualifications of Painters: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces; in the acceptance or rejection of installed painting, no allowance will be made for lack of skill on the part of painters.

1.05 PRODUCT HANDLING: Protect the materials of this Section before, during, and after installation, and protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Designer and at no additional cost to the Owner.

1.06 EXTRA STOCK: Upon completion of this portion of the work, deliver to the Owner one gallon of each color used in each coating material with all such extra stock tightly sealed in clearly labeled containers.

1.07 GENERAL REQUIREMENTS: Ceilings generally will be painted a different color than walls. Metal doors, frames and trim generally will be painted a dark statuary bronze. Prime-coated butts and overhead door closures will be painted the same color as adjacent door trim. Exposed piping generally, except for identification banding, will be painted to match walls or adjacent ceiling. Back priming of the same material as specified for the
front side will be required herein for all interior wood trim. In general, all areas not specifically noted otherwise shall be painted for a first-class finish, with the exception of exposed masonry construction and white plaster or stucco.

1.08 COLOR SCHEDULE: Paint colors shall be as selected by the Designer from manufacturer's complete color selection. The Contractor shall provide the Designer with color samples of the chosen manufacturer. Before any work is done, the Designer will furnish the Contractor with a set of color cards and a schedule showing where the various colors shall go.

PART 2 - PRODUCTS

2.01 PAINT MATERIALS: All paint materials selected for coating systems for each type of surface shall be the product of a single manufacturer. All paint materials and equipment shall be compatible in use: finish coats shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; and all tools and equipment shall be compatible with the coating to be applied. All paint shall be delivered to the site in manufacturer's sealed containers. Each container shall be labeled by the manufacturer; labels shall give manufacturer's name, type of paint, color of paint, and instructions for reducing.

2.02 PAINTING SCHEDULE: Approved Manufacturers: Benjamin Moore, Sherwin Williams, United, Pratt and Lambert, Pittsburgh Paints, Porter, Olympic Stain, or approved equal.

PAINTING SCHEDULE

MATERIAL	SHEEN	NUMBER OF COATS
Interior:		
drywall	satin	1 primer, 2 latex enamel
door frames	gloss	1 primer, 2 latex enamel

stained wood paneling trim, arch. woodwork and doors	satin	1 olympic stain,1 wood sealer 1 satin varnish, 1 polyurethane
painted wood	flat	1 primer, 2 latex enamel

Exterior:

steel and iron	gloss	1 primer, 2 exterior enamel
galvanized iron	gloss	1 zinc dust primer, 2 exterior enamel

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS:

a. Prior to work of this Section, inspect the installed work of other trades. Verify that paint finishes may be applied in strict accordance with all pertinent codes and regulations and the requirements of these Specifications.

b. In the event of discrepancy, immediately notify the Designer. Do not proceed.

3.02 PREPARATION OF SURFACES, GENERAL:

a. Prior to all surface preparation and painting operations, completely mask, remove, or otherwise adequately protect all hardware, accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces but not scheduled to receive paint.

b. Spot prime all exposed nails and other metals which are to be painted with emulsion paints, using a primer recommended by the manufacturer of the coating system.

c. Before applying paint or other surfaces treatment, thoroughly clean all surfaces involved. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet newly-painted surfaces. Primer shall be tinted to match finish paint color.

3.03 PREPARATION OF WOOD SURFACES:

a. Clean all wood surfaces until they are free from dirt, oil, and all other foreign substance.

b. Unless specifically noted to be left rough, smooth all finished wood surfaces exposed to view, using the proper sandpaper.

c. Where so required, use varying degrees of coarseness in sandpaper to produce uniformly smooth and unmarred wood surfaces.

d. On small, dry, seasoned knots, thoroughly scrape and clean the surface and apply one coat of good quality knot sealer before application of the priming coat.

e. On large, open, unseasoned knots, scrape off all pitch and thoroughly clean the area; follow with an application of one coat of good quality knot sealer.

f. Remove and treat all pitch surfaces as required for large knots.

g. Unless specifically approved by the Designer, do not proceed with the painting of wood surfaces until the moisture content of the wood is 12 percent or less, as measured by a moisture meter approved by the Designer.

3.04 PREPARATION OF METAL SURFACES:

a. Galvanized Metal: Clean all surfaces thoroughly with solvent until they are completely free from dirt, oil, and grease. Thoroughly treat the cleaned surface with phosphoric acid etch. Remove all excess etching solution and allow to dry completely before applying paint.

b. Other Materials: Thoroughly clean all surfaces until they are completely free from dirt, oil, and grease. Allow to dry thoroughly before applying paint.

3.05 PAINT APPLICATION:

a. General: Paint all surfaces except glass, masonry, flat concrete, and similar items not prefinished and not called out as unfinished. Paint all grilles and other prefinished items where a factory prime or factory pre-finish is not in accordance with the Painting Schedule and color selection.

b. Drying: Allow sufficient drying time between coats. Modify the period, as recommended by the material manufacturer, to suit adverse weather conditions. Oil-base and oleo-resinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

c. Environmental Conditions: Comply with the manufacturer's recommendations as to environmental conditions under which the coating systems may be applied. Do not apply paint in areas where dust is being generated.

d. Moisture Meter: Use a moisture-meter approved by the Designer to test surfaces. Do not apply the initial coating until the moisture meter reading is within limits recommended by the paint materials manufacturer. Sand and dust between coats to remove all defects visible to the unaided eye from a distance of five feet. Slightly vary the color of succeeding coats.

3.06 INSPECTION: Do not apply additional coats until completed coat has been inspected and approved by the Designer. Only inspected and approved coats of paint will be considered in determining the number of coats applied.

3.07 DRY MIL THICKNESS: Provide and use a "Tooke Dry Film Thickness Gauge", or other gauge approved by the Designer, to prove the dry mil thickness of paint applied.

3.08 REINSTALLATION OF REMOVED ITEMS: Following completion of painting in each space, promptly reinstall all items removed for painting, using only workmen skilled in the particular trade.

3.09 CLEANING UP: During progress of the Work, do not allow the accumulation of empty containers or other excess items, except in areas specifically set aside for that purpose. Prevent accidental spilling of paint materials, and in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.

3.10 Where painting of items which have an existing finish is required, use a poly bonder to insure against paint peeling or chipping.

3.11 In all cases, complete coverage of painted areas will be required--with no ghosts or lack of color coverage being accepted. Apparent brush or roller marks must not be visible in the finished product. Should additional coats be required for a first-class finish, they shall be applied at no additional cost to the Owner.

3.12 Painting shall be 100 percent complete prior to requesting punch list from Designer. If painting quality is not a first-class job, Designer will:

a. Terminate punch list preparation and bill Contractor for Designer's cost.

b. Continue at Contractor's option punch list preparation and bill Contractor for Designer's cost.

3.13 Designer may select certain walls or panels to be accent panels as a part of the interior finish plan. This information will be furnished to Contractor.

END OF SECTION