

**SHELBY COUNTY GOVERNMENT  
157 POPLAR AVENUE  
EXTERIOR RESURFACING  
RFP # 13-001-33**

**JANUARY 11, 2013**

**Prepared By:**



**ASKEW HARGRAVES HARCOURT & ASSOCIATES, INC.**

**3009 Davies Plantation Road  
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**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**  
**SECTION 00 01 07 – SEALS PAGE**  
**SIGNATURE SHEET**

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**Structural Engineer:**

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END OF SECTION 00 01 07



**SHELBY COUNTY GOVERNMENT – 157 POPLAR – EXTERIOR RESURFACING**

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# Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

## Request for Proposal Shelby County Government Purchasing Department

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: January 15, 2013*

**Due: February 15, 2013 no later than 4:00 P.M. (Central Standard Time)**

RFP # 13-001-33

### EXTERIOR RESURFACING, 157 POPLAR AVENUE

Shelby County Government is soliciting written proposals on a competitive basis for Construction Services for Exterior Resurfacing at Shelby County Office Building, 157 Poplar Avenue, Memphis, Tennessee 38103. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP. Copies of the project manual and drawing are posted at this location and can be downloaded at no cost to prospective bidders.

A **Mandatory** pre-bid conference will be held at 9:00 AM, Thursday, January 31, 2013 at Shelby County Office Building, Jury Assembly Room, 157 Poplar Avenue, Memphis, Tennessee 38103.

**PLEASE BE ON TIME, ONCE THE PRE-BID CONFERENCE STARTS LATE ARRIVALS WILL NOT BE ALLOWED TO ATTEND.**

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Friday, February 15, 2013.** Proposals should be addressed to:

**Nelson Fowler, Manager A  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 550  
Memphis, TN 38103**

The package containing an original (clearly identified as original) and three (3) copies of your proposal must be sealed and marked with the Proposer's name and **"CONFIDENTIAL, EXTERIOR RESURFACING, SHELBY COUNTY OFFICE BUILDING, 157 POPLAR AVENUE RFP # 13-001-33"** noted on the outside.

Sincerely,

**Nelson Fowler, Manager A  
Shelby County Government  
Purchasing Department**

**Cc: Diep Tran, Support Services**

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*Please download all of the additional information and attachments that accompany this RFP.*

## I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified Contractors to submit proposals for Exterior Resurfacing, Shelby County Office Building, 157 Poplar Avenue, Memphis, Tennessee. This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP.

## II. MINIMUM PROPOSERS REQUIREMENT

All Proposers must:

1. **Prime** and **LOSSB** contractors must **apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to submitting your response.
2. Must submit a Bid Bond in the amount of 5% of their bid. This bond must be submitted with your bid.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services.
4. Meet all other requirements such as LOSSB and performance requirements for Services in accordance with the provisions of this RFP.
5. Must attend our prebid conference.
6. The successful contractor must submit a performance/labor material bond, separate bonds each in the amount of 100% of the amount of the contract.
7. Adhere to all Title VI requirements and provide proof/documentation.
8. Adhere to the requirements of the “Living Wage Ordinance # 328.”
9. A written statement of compliance to Title VI and The Living Wage Ordinance must be provided with your response. Please see page 6, Item H for Living Wage Ordinance.
10. Also, see page 25 for forms to be submitted with your bid.
11. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, know as the “Tennessee Lawful Employment Act (effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.

**Please Note: As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an “Equal Opportunity Compliance” certification number prior to submitting your response.**

***You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link “Department” at the top, then P for Purchasing Department, then click on the link “Conducting business with Shelby County”. Please download the application instructions and read thoroughly prior to accessing the application.***

*If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.*

### III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN. 38103**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at [nelson.fowler@shelbycountyttn.gov](mailto:nelson.fowler@shelbycountyttn.gov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Monday, February 11, 2013 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

***Note: Individual vendor questions will be answered by e-mail as received before the cut-off date. All written questions submitted by the deadline indicated above will be answered and posted on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within forty eight (48) hours of the above cut-off date.***

***Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.***

### IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **Friday, February 15, 2013 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

### V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

<b>Request for Proposals Released</b>	<b>Tuesday, January 15, 2013</b>
<b>Mandatory Pre-bid (if applicable)</b>	<b>Thursday, January 31, 2013 at 9:00 AM</b>
<b>Proposal Due Date</b>	<b>Friday, February 15, 2013</b>
<b>Notification of Award</b>	<b>March 2013</b>
<b>Services to Commence</b>	<b>Upon Execution of the Contract</b>

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

## **VI. PROPOSAL CONDITIONS**

### **a. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

### **b. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **c. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

### **d. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

### **e. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

### **f. Proposal Validity**

Proposals submitted hereunder will be firm for at least one hundred twenty (120) calendar days from the due date unless otherwise qualified.

### **g. Disclosure of Proposal Contents**

Proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

**h. Living Wage Ordinance and Prevailing Wage Ordinance**

Living Wage - In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of \$500,000 and any subcontractors of such public work or project in excess of \$100,000 (“Recipient”) shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council, except as otherwise provided in the Shelby County Code of Ordinances. The applicable rate shall be determined at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

**i. Non-Discrimination and Title VI**

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

j. LOSB

**SHELBY COUNTY GOVERNMENT  
LOCALLY OWNED SMALL BUSINESS (LOSB) PROGRAM  
FOR CONSTRUCTION SERVICES**

**EXTERIOR RESURFACING, SHELBY COUNTY OFFICE BUILDING,  
157 POPLAR AVENUE**

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that its purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, proposers, or Contractors doing business with Shelby County provide to LOSB's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing programs to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Contractors involved in such contracting and purchasing programs.

Shelby County has determined that **15%** of the contract sum will be contracted with LOSB vendors. For assistance and information regarding LOSB participation, Bidders shall contact:

Ms. Carolyn Griffin  
Office of Equal Opportunity Compliance  
Board of Commissioners of Shelby County  
160 North Main Street, Suite 969  
Memphis, Tennessee 38103  
Phone: 901-222-1100  
Fax: 901-222-1101  
E-mail: Carolyn.Griffin@shelbycountyttn.gov

## Definitions

The definitions used in this document are as follows:

1. **“Bidder”** or **“Proposers”** means any person, firm, partnership, association, or joint venture seeking to be awarded a contract or subcontract to provide goods, commodities or services.
2. **“Certification”** or **“Certified”** means a Business that is certified by Shelby County Government under the LOSB program.
3. **“Commercially useful function”** means being responsible for the management and performance of a distinct element of the total work.
4. **“Contractor”** shall mean any person or business enterprise that submits a bid or proposal to provide labor, goods, or services to Shelby County by contract for profit in the area of construction or construction-related activities; and, any person or firm who supplies or provides labor, goods, or services to Shelby County by contract for profit.
5. **“Efforts to Achieve LOSB Participation”** means that the Contractor will solicit LOSB Participation with respect to the procurement and will consider all sub-bids and quotations received from LOSB’s. When a subcontract is not awarded to the LOSB, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing pursuant to the provisions of this Program.
6. **“Locally Owned Small Business (LOS B)”** means a business whose home office is located in Shelby County, whose annual revenues do not exceed \$3,000,000 and who has been certified by Shelby County Office of Equal Opportunity Compliance.
7. **“Non-LOS B”** means a business, which is not certified as a LOSB.
8. **“Unavailable”** means either that: (1) there is no LOSB providing goods or services requested; or, (2) no LOSB submitted a bid.

## Requirements and Compliance

All firms or entities seeking to become Contractors as outlined herein are required to make good faith efforts to achieve LOSB participation when submitting a proposal or bidding on Shelby County procurements. Bidders and Proposers shall not discriminate on the basis of race or gender when soliciting bids in the performance of Shelby County’s procurements. Discrimination complaints brought to the attention of Shelby County Office of Equal Opportunity Compliance (or its designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

## Policies and Procedures

Shelby County may adopt policies and procedures as necessary to carry out and implement its powers and duties with regard to the LOSB Program. It is the goal of Shelby County to encourage participation by LOSB’s and to adopt rules and regulations which achieve to the greatest extent possible a level of participation by LOSB’s taking into account the total number of all Contractors and suppliers. Therefore, Shelby County will review each procurement request to determine the maximum potential for utilization of LOSB’s. This review is based on the availability of qualified LOSB’s

providing goods or services as it relates to the scope of the bid or procurement process. The following procedures may be utilized during the procurement process.

**1. Pre-Bid Activity**

a. Bid Language

Shelby County may insert language into each bid specification describing the LOSB Program to assure that all prospective bidders are aware of the requirements to make efforts to utilize LOSB's.

b. Notification

Shelby County may provide written notification to Contractors and LOSB's regarding: pre-bid conferences; technical assistance to LOSB's; LOSB Program procedures and required documentation; and, provide a list of LOSB's who have expressed an interest in competing for the bid or in performing as a subcontractor.

**2. Contractor's Responsibilities**

a. Efforts to Achieve LOSB Participation

All entities seeking to become Contractors are required to make efforts to achieve maximum LOSB participation, as outlined in this LOSB Program, when submitting a response to a bid or negotiated proposal in response to a Shelby County procurement opportunity. Such Efforts should be documented on **LOS Form "A."**

b. Utilization

Contractors are required to utilize legitimate LOSB's in order to receive credit for the utilization of a LOSB. Contractors must document all LOSB's to be utilized, the percentage of utilization and the intended scope of work. Such information should be submitted on **LOS Form "B."** This documentation must be submitted with the bid or negotiated proposal document.

c. Commercially Useful Functions

All LOSB's identified on **LOS Form "C"** or **LOS Form "D"** shall perform a Commercially Useful Function.

d. Unavailability

If a potential Contractor's efforts to obtain LOSB participation are unsuccessful due to the unavailability of a LOSB, the Contractor will submit a statement of unavailability. **LOS Form "A."**

e. Pre-Work Conference

Any Contractor who is the successful bidder shall be required to attend a conference with Shelby County prior to beginning the work. The primary purpose of this conference is to review the project scope and review LOSB participation as outlined in **LOS Form "B."** Shelby County will also review the Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services as documented on **LOS Form "C."**

f. Post-Award Change

Any Contractor who determines that a LOSB identified on **LOS Form “B”** cannot perform shall request approval from Shelby County to contract with an alternate subcontractor pursuant to this LOSB Program. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

g. LOSB Certification

Each month the Contractor shall submit **LOS Form “D”** certifying all payments made to LOSB’s.

**3. LOSB Responsibilities**

a. Commercially Useful Function

It is the responsibility of each LOSB providing subcontracted goods and/or services to submit **LOS Form “C”** certifying that it is performing the work and that it is a Commercially Useful Function.

**Written Agreement**

Shelby County policies and procedures on LOSB participation are designed to create contractual relationships between Contractors and LOSB’s. Therefore, a Contractor may utilize the services of a LOSB in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the Contractor and the LOSB.

**Certification**

To ensure that the ownership and control over decision-making and day-to-day operations of a Certified LOSB is legitimate, Shelby County reserves the right to verify the ownership and control of each LOSB utilized.

**Monitoring LOSB Utilization**

Shelby County intends to monitor and enforce this LOSB Program. Shelby County reserves the right to conduct random audits of each of its Contractor’s LOSB’s. Shelby County reserves the right to reevaluate a LOSB’s certification at any time.

**Efforts to Achieve LOSB Participation**

The Contractor shall consider all bids and/or quotations received from LOSB’s. When a subcontract is not awarded by a Contractor to any of the competing LOSB’s, the Contractor must document the reason(s) the award was not made to the LOSB’s. It is the responsibility of the Contractor to prove that it employed Efforts to Achieve LOSB participation. Evidence supporting the Contractor’s Efforts must be documented on **LOS Form “A,”** which must include, but is not limited to, the following:

1. Contractor must submit proof that it solicited LOSB participation through reasonable and available means including, but not limited to:
  - a. Written notices to LOSB's who have the capability to perform the work of the contract or provide the service;
  - b. Direct mailing, electronic mailing, facsimile or telephone requests.
2. Contractor must submit proof that it provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation.
3. Contractor must submit proof that it made Efforts to Achieve LOSB Participation including, but not limited to, proof that it made opportunities available to LOSB suppliers and identified opportunities commensurate with opportunities made available and identified to Non LOSB's. Such proof will include the names of businesses, contact person(s), addresses, telephone numbers, and, a description of the specifications for the work selected for subcontracting.
4. Contractor must submit proof that it allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid related items at no charge. The Contractor must allow sufficient time for review prior to the bid deadline.
5. Contractor must submit proof that it made Efforts to Achieve LOSB Participation by not rejecting a LOSB as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities. Contractor must submit proof of the basis for rejecting any LOSB deemed unqualified or unacceptable by the Contractor. The Contractor will not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities.

The Contractor must fully cooperate with Shelby County in its post-contract award LOSB Program audit and compliance efforts.

### **Substitution of LOSB's after Contract Award**

In order to make a substitution of a LOSB, a Contractor must make a request to Shelby County. This request must be submitted in writing to Shelby County. Shelby County reserves the right to approve any substitution of a LOSB. The Contractor has the responsibility to provide Shelby County with a reasonable basis for the substitution. If the Contractor desires to substitute the LOSB with a Non-LOSB, then the Contractor must comply with the Effort to Achieve LOSB Participation provisions set forth herein.

### **Noncompliance with LOSB Program**

Any of the following reasons, individually or collectively, may result in suspension from bidding, prohibition from contracting, or cancellation of contracts:

1. The failure to perform according to contract provisions relating to this LOSB Program;
2. Violation of, circumvention of, or failure to comply with the LOSB Program; and/or,
3. Other reasons deemed appropriate by Shelby County.

## Questions and Information

Questions regarding this LOSB Program and requests for information should be directed to:

Ms. Carolyn Griffin  
Office of Equal Opportunity Compliance  
Board of Commissioners of Shelby County  
160 North Main Street, Suite 969  
Memphis, Tennessee 38103  
Phone: 901-222-1100  
Fax: 901-222-1101  
E-mail: Carolyn.Griffin@shelbycountyttn.gov

## Construction

This LOSB Program is consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

## LOSB Program Forms Description

- **LOSB Form A** -- Certification of Efforts

Contractors are required to submit **LOSB Form "A"** with proposals as evidence and documentation of efforts that have been made to contact LOSB's for participation as subcontractors, joint venture partners, or suppliers of goods and services. Contractors are required to contact LOSB's and solicit quotes for goods and services. All responses to the Contractor's solicitation should be recorded and reported.

- **LOSB Form B** -- LOSB Utilization Plan

A Contractor is required to submit **LOSB Form "B"** with its Proposal in order to identify all LOSB's they propose to utilize in providing the goods and services included in the Proposal. Contractors may only include a proposed provider of goods or services on **LOSB Form "B,"** if the entity is a legitimate LOSB. Additionally, if such entity will provide services, Contractors may only list LOSB's on **LOSB Form "B"** if the entity will perform a Commercially Useful Function. The Successful Contractor will be required to finalize and submit **LOSB Form "B"** prior to award of a contract. **LOSB Form "B"** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOSB Form "B"** shall not be changed or altered after award of a contract without approval from Shelby County. The Contractor is required to provide written notice describing the reasons for any proposed change to Shelby County and to obtain approval from Shelby County of any changes to **LOSB Form "B."**

- **LOS B Form C –Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services**

Contractors are required to have each subcontracted LOSB providing services complete **LOS B Form “C”** certifying that it is performing the work and that it is a Commercially Useful Function.

- **LOS B Form D – Statement of Payments to LOSB’s**

Contractors are required to record and maintain information regarding the utilization of LOSB’s and all other information during the performance of awarded contracts. This information shall be recorded and maintained on **LOS B Form “D.”** The form is required to be submitted to Shelby County each month. **LOS B Form “D”** must be completed in its entirety with information regarding the types of goods purchased from LOSB’s or the types of services rendered by LOSB’s and dollars amounts paid for their goods or services.

**Shelby County  
 LOSB Program**

**LOS B FORM A**

**CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION**

(To Be Submitted with the Bid/Proposal)

**Company Name:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_

I certify that the following efforts were made to achieve LOSB participation:

YES

NO

A	Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service		
B	Direct mailing, electronic mailing, facsimile or telephone requests		
C	Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation		
D	Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline		
E	Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities		
F	Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities		

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

<b>Name and Address of LOSB</b>	<b>Type of Work And Contract Items, Supplies or Services to be Performed</b>	<b>Response</b>	<b>Reason for Not Accepting Bid/Proposal</b>

*(If additional space is required, this form maybe duplicated)*

**If applicable, please complete the following:**

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

Reasons for the "Unavailability":

---

---

Submitted by:

---

Authorized Representative Signature

---

Title

---

Date

**Shelby County  
LOS B Program**

**LOS B FORM B**

**LOS B UTILIZATION PLAN**  
(To Be Submitted with the Bid/Proposal)

**Company:** \_\_\_\_\_  
**Bid No.:** \_\_\_\_\_

I, \_\_\_\_\_, do certify that on the following procurement opportunity, (Contractor) \_\_\_\_\_, the following LOSB's will be utilized as sub-contractors, suppliers, (Opportunity) or to provide professional services:

Name	Description of Work	Contract Value	LOS B Number

*(If additional space is needed this form may be duplicated)*

TOTAL CONTRACT VALUE: \_\_\_\_\_  
TOTAL % OF LOSB PARTICIPATION: \_\_\_\_\_

*The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.*

Submitted by:

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Shelby County  
LOS B Program

LOS B FORM C

**STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR  
PROVIDE SUPPLIES OR SERVICES**

(To Be Submitted Prior to Contract Award)

**Company Name:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_

I, \_\_\_\_\_, intend to provide supplies or services in connection with the \_\_\_\_\_ (Subcontractor/Provider) above **bid/proposal** request as a LOSB.

I am prepared to perform a **“Commercially Useful Function”** in connection with the above project.

The following are the work items to be performed:

\_\_\_\_\_  
\_\_\_\_\_

at the following price: \$\_\_\_\_\_.

**If applicable, please complete the following:**

I have or will enter into a formal agreement with \_\_\_\_\_ for the above-  
(Company)  
described scope of work, supplies, or services conditioned upon the execution of a contract with  
Shelby County.

I hereby certify that this statement is true and correct:

Business Information:

Submitted by:

Business: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Print)

Address: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative's Signature

Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

Facsimile: \_\_\_\_\_

**Shelby County  
 LOSB Program**

**LOSB FORM D**

**STATEMENT OF PAYMENTS TO LOSB'S**  
 (To Be Submitted Monthly and with Final Payment Request)

**Company Name:** \_\_\_\_\_

**Name/Contract No.:** \_\_\_\_\_

**Payment Request Number:** \_\_\_\_\_

<b>Name of Firm</b>	<b>Description of work</b>	<b>Total Amount Due This Month</b>	<b>Total Dollars Paid To Date</b>	<b>% of Contract Completed</b>	<b>Start Date of Contract</b>	<b>End Date of Contract</b>

*(If additional space is needed this form may be duplicated)*

I hereby certify that this statement is true and that above payments have been made.

**Business Information:**

**Submitted by:**

Business: \_\_\_\_\_

\_\_\_\_\_

Authorized Representative (Print)

Address: \_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative's Signature

Phone: \_\_\_\_\_

\_\_\_\_\_

Date

Facsimile: \_\_\_\_\_

## **LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract, or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceeds \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

k.

**DRUG-FREE WORKPLACE AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

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

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113. Further affiant saith not.

Principal Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

I.

**GRATUITY DISCLOSURE FORM**

**INSTRUCTIONS:** This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money. Please note that the information listed on this statement is subject to being posted on the Shelby County Government's website.

**1. NAME**

---

**2. DATE OF GRATUITY**

---

**3. NATURE AND PURPOSE OF THE GRATUITY**

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**4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

---

**5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

---

**6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

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**7. DESCRIPTION OF THE GRATUITY**

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**8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

---

**9. AFFIDAVIT**

**The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_ County, Tennessee:

\_\_\_\_\_  
**Signature of Notary**

**Affix Notary Seal Here**

\_\_\_\_\_  
**Notary Registration No.**

**m. FORMS TO BE SUBMITTED**

**LOSB FORM A: MUST BE COMPLETED AND SUBMITTED IN YOUR BID ENVELOPE**

**LOSB FORM B: MUST BE COMPLETED, SUBMITTED WITH YOUR BID DOCUMENTING ALL LOSB'S TO BE UTILIZED, THE PERCENTAGE OF UTILIZATION AND THE INTENDED SCOPE OF THE WORK.**

**DRUG FREE WORKPLACE AFFIDAVIT - MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

**GRATUITY DISCLOSURE FORM - MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

**BID BOND- ALL BIDS MUST BE ACCOMPANIED BY A BANK CERTIFIED CHECK OF BANK DRAFT, LETTER OF CREDIT ISSUED BY ANY NATIONAL BANK OR APPROVED BID BOND FOR NOT LESS THAN 5% (PERCENT) OF THE AMOUNT OF THE BID. ALL PROPOSAL GUARANTEES SHALL BE MADE OUT TO THE COUNTY OF SHELBY.**

**NOTE: LOSB FORM C AND D WILL BE SUBMITTED BY THE SUCCESSFUL CONTRACTOR.**

**LOSB FORM C- MUST BE COMPLETED AND SUBMITTED BY EACH LOSB PROVIDING SUBCONTRACTED GOODS AND OR SERVICES CERTIFYING THAT THEY ARE PERFORMING THE WORK AND THAT IT IS A COMMERCIALY USEFUL FUNCTION.**

**LOSB FORM D-MUST BE COMPLETED AND SUBMITTED BY THE SUCCESSFUL CONTRACTOR EACH MONTH CERTIFYING ALL PAYMENTS MADE TO LOSB'S.**

**FAILURE TO SUBMIT THE REQUIRED FORMS MAY RESULT IN YOUR BID BEING REJECTED AS BEING IN NON-COMPLIANCE WITH BID REQUIREMENTS.**

VII.

**NOTICE TO BIDDERS  
RFP # 13-001-33**

**January 15, 2013**

**Time and Place of Opening of Bids:**

Request for Proposals for the improvements described herein will be received at THE OFFICE OF THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, ROOM 550, SHELBY COUNTY ADMINISTRATION BUILDING, 160 NORTH MAIN, MEMPHIS, TENNESSEE 38103, until **February 15, 2013 @ 4:00 PM.**

**NOTE: THIS IS NOT A PUBLIC BID OPENING**

**Description of Work:**

The proposed work is officially known as: **EXTERIOR RESURFACING, SHELBY COUNTY OFFICE BUILDING, 157 POPLAR AVENUE, MEMPHIS, TENNESSEE 38103.**

**Pre-Bid Meeting:**

All interested bidders must attend a pre-bid meeting to be held on **January 31, 2013 @ 9:00, A.M. in the Shelby County Office Building, Jury Assembly Room, 157 Poplar Avenue, Memphis, Tennessee 38103**

**Instruction to Bidders:**

- (a) Plans and specifications for this RFP are located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP. A copy of the project manual and drawing are posted at this location and can be downloaded at no cost to prospective bidders.
- (b) All bids must be accompanied by a bank cashier's check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for not less than five (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.
- (c) All bidders must be licensed by the Tennessee State Board of Licensing General
- (d) Contractors. Evidence of this license must appear on the title page of the Proposal in the space provided, and also on the exterior of the sealed envelope. The envelope enclosing each bid must show the Contractor's name, license number, expiration date thereof, and license classification of the contractor(s) bidding for the prime contract and for the electrical, plumbing, heating, ventilation and air conditioning

subcontracts in accordance with TCA 62-6-119. Lacking all of this information, the bid shall be rejected and returned to the bidder unopened.

**EOC and Vendor Requirements:**

As a condition precedent to bidding, bidders shall have received a current “Equal Opportunity Compliance Eligibility Number” and Vendor Number prior to submission of their proposal. You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links “Department,” “P” for the Purchasing Department and “Conducting Business with Shelby County.” The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instruction and read thoroughly prior to accessing the application.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

**Prime** Contractors and **LOSB** Contractors are required to have an **EOC** certification number prior to submitting their proposal.

Use of Locally Owned Small Business (LOSB) participation for this County projects is mandatory.

Bidders are encouraged to contact County-certified LOSB firms. Please call Carolyn Griffin in EOC @ 901-222-2251 for the latest listing of LOSB firms. Bidders may also provide the names of firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) working days prior to the bid opening.

A Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, or joint venture located within Shelby County and at least 51% owned, operated and managed by a Shelby County resident and having an average annual sale of \$5,000,000.00 or less over the past three (3) years.

**Rejection of Bids:**

The **COUNTY OF SHELBY** reserves the right to reject any and all proposals and to waive technicalities in any proposal.

**BY ORDER OF:**

**CLIFTON DAVIS  
PURCHASING ADMINISTRATOR  
SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_, 2013



**Shelby County Government - 157 Poplar- Exterior Resurfacing**

**PROPOSAL - RFP # 13-001-33**

(COPY THIS PROPOSAL AND USE AS YOUR BID FORM)

In compliance with your Invitation for Bids for:

**Shelby County Government – 157 Poplar Avenue – Exterior Resurfacing**

Project Location: 157 Poplar Avenue  
Memphis, TN 38103

The undersigned bidder: (Check one)

- a corporation organized and existing under Tennessee laws;
- a partnership consisting of \_\_\_\_\_
- an individual trading as \_\_\_\_\_

of the City of \_\_\_\_\_ having examined the attached Contract Documents and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, proposes to furnish and pay for all labor, tools, material, utility fees, plant, federal, state and local taxes and equipment necessary for implementation of the Contract requirements.

The base bid amount shall incorporate an allowance of \$15,000.00 for unidentified work as a contingency. Contingency funds may only be applied toward work that is not identified by the contract documents and is approved by the Owner. Any unused funds will be deducted from the contract by deductive change order at contract close-out.

The undersigned Bidder further proposes to perform all work as selected by the Owner and furnish and pay for all equipment in accordance with the Contract Documents, within the time limit specified, for the following Bid Package if awarded by the Owner:

**BASE BID – Exterior Resurfacing**

in figures \$ \_\_\_\_\_

in words \_\_\_\_\_

**ADDITIVE ALTERNATE # 1 – Coating of Exterior Cast in Place Concrete**

in figures \$ \_\_\_\_\_

in words \_\_\_\_\_

**ADDITIVE ALTERNATE # 2 – Removal of Guardrail at Roof**

in figures \$ \_\_\_\_\_

in words \_\_\_\_\_

**UNIT PRICE # 1 – Per Square Foot Cost Bonding Agent**

in figures \$ \_\_\_\_\_

in words \_\_\_\_\_

**UNIT PRICE # 2 – Per Square Foot Patch Repair**

in figures \$ \_\_\_\_\_

in words \_\_\_\_\_

**UNIT PRICE # 3 – Per Square Foot Coating Agent**

in figures \$ \_\_\_\_\_

in words \_\_\_\_\_

The undersigned Bidder, pursuant to the rights reserved by the Owner, under Legal Notice to Bidders as to rejection of bids and under Instructions to Bidders as to award of Contract, agrees to accept the award of said Contract and hereby agrees to enter into a Contract within 7 days after due notification from the Owner of award of the Contract, and further agrees to furnish all labor, tools, materials, plant, and equipment, perform all services and comply with all terms and conditions established by the Contract Documents.

The Bidder agrees that if he is awarded this Contract, he will commence construction within 14 calendar days after receipt of signed contract and will be **substantially complete with all work within 16 weeks** from the date of the contract award, at which time the Owner will have full beneficial use of the exterior of the building, including roof areas. Final Closeout shall occur within 4 weeks of substantial Completion or the liquidated damages shall be reinstated until the project is fully completed and all documentation and programming is approved and accepted by the Owner.

Should the Contractor neglect, refuse, or fail to complete the work within the time specified, after all extensions of time granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Contractor for the work to be done under this Contract, an agreed upon sum equal to **Three Hundred Fifty Dollars (\$350.00) per calendar day for each and every day that the work is delayed in its completion beyond the specified time.** The said **\$350.00 per day** shall be held by the Owner under a mutual understanding between the Contractor, Contractor's Surety and the Owner. If necessary the Owner shall collect any monies directly from the Contractor or the Contractor's Surety.

Upon reasonable notification from Contractor the Owner will arrange for afterhours access to facilities as needed to comply with requirement for nearly normal use of facility. Enclosed herewith is a (Certified Check) (Cashier's Check) or a solvent bank (5% Bidder's Bond) in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ), made payable to the Owner as a guarantee of good faith and which the undersigned hereby agrees shall be retained as liquidated damages by the Owner should the Contractor fail to furnish a Performance Bond written by good solvent in a surety company doing business in the State of Tennessee and acceptable to the Owner. The Performance Bond shall be in an amount equal to the gross amount of said Contract, and the Performance Bond shall be made and Contract shall be signed within 2 weeks after date of due notification

from the Owner of award of the Contract, and the check shall be returned to the undersigned upon the signing of the Contract and delivery of the required number of copies of approved Performance/Payment Bond to the Owner.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is understood that this bid may not be withdrawn for a period of 120 days after the scheduled time for receipt of bids.

The undersigned declares that \_\_\_\_\_ is the only person, firm or corporation interested in this proposal, and that no other person, firm or corporation than the one herein named has any interest herein or in the Contract proposed to be taken; that it is made without any connection with any person, firm or corporation making proposal for the same work, and that it is in all respects fair as to the work bid upon and without collusion or fraud; also that no officer or employee of Shelby County Government who is excluded by law from participating therein, is directly or indirectly interested herein, or in furnishing of the supplies or doing the work to which it relates, or in furnishing surety, or in any portion of the profits thereof.

Receipt of the following addenda is hereby acknowledged: \_\_\_\_\_

(Insert numbers of all addenda received; if no addenda received, insert "None").

Bidder \_\_\_\_\_  
Signature

Printed Name

Business address

Full name and residence of all persons interested in the foregoing as principals are:

(Name)

(Name)

(Address)

(Address)

(Name of President if a Corporation)

(Name of Secretary if a Corporation)

END OF SECTION



THIS IS A DRAFT ONLY!! ORIGINAL DOCUMENTS IN EXECUTED FORM ARE REQUIRED PRIOR TO COUNTY SIGNATURE. IT IS A MANDATORY REQUIREMENT THAT ALL DOCUMENTS WHICH ARE REQUIRED TO BE ATTACHED TO THIS AGREEMENT BE ATTACHED BEFORE SUBMITTAL TO SHELBY COUNTY FOR SIGNATURE. IF NOT, THE AGREEMENT WILL BE RETURNED FOR COMPLETION.

**COUNTY/CONTRACTOR AGREEMENT**

**OWNER:** SHELBY COUNTY GOVERNMENT  
160 N. MAIN ST.  
MEMPHIS, TN 38103

**CONTRACTOR:**

**ARCHITECT\  
ENGINEER:**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between SHELBY COUNTY GOVERNMENT, through its governing body and authorized representative, party of the first part, hereinafter referred to as "COUNTY," and \_\_\_\_\_, party of the second part, hereinafter referred to as "CONTRACTOR."

**WITNESSETH**

WHEREAS, the COUNTY issued Sealed Bid No. \_\_\_\_\_ for \_\_\_\_\_, hereinafter in this Contract referred to as "PROJECT".

WHEREAS, the said CONTRACTOR submitted a bid/proposal in accordance with bid specifications, a copy of which is attached

ASKEW HARGRAVES HARCOURT & ASSOCIATES, INC.  
PROJECT NO. 12194

157 POPLAR AVENUE  
SHELBY COUNTY GOVERNMENT  
JANUARY 11, 2013

hereto as Exhibit "A" and incorporated herein by reference, which bid was accepted by COUNTY.

NOW, THEREFORE, CONTRACTOR agrees and undertakes to **(describe work to be done)** in accordance with the Bid Specifications which are on file in the Shelby County Purchasing Department and which are incorporated herein by reference, and at the price quoted for said PROJECT by CONTRACTOR. Further, the parties agree that they will be governed by the Shelby County General Conditions of the Contract for work to be performed. The Contractor acknowledges that it has read and is familiar with the contents of said General Conditions, agrees to be bound thereby and has executed a copy of same at the place indicated thereon. A copy of said General Conditions is attached hereto as Exhibit "B" and incorporated fully herein by reference.

#### **SECTION 1. CONTRACTOR'S RESPONSIBILITIES**

1. CONTRACTOR shall perform all necessary work required by the contract documents for the satisfactory completion in full of the PROJECT.
2. CONTRACTOR shall coordinate all work with COUNTY through \_\_\_\_\_ . Work shall be scheduled on a regular basis in as timely and orderly a manner as possible.
3. The CONTRACTOR shall give a Performance Bond and Labor and Material Bond, each equal to 100% of the amount of the Contract, with surety to be approved by the COUNTY, conditioned upon the full and faithful performance of all the terms and conditions of the Contract with special reference to paying in full in lawful money of the United States, all just and valid claims for material and labor entered into for the said work covered by this Contract. That further, this Contract shall not take effect until these Bonds have been executed and approved by the County.
4. The CONTRACTOR further agrees to provide insurance coverage of the type and in the amounts as required in section III, Specific Provision, paragraph 31.

5. The COUNTY shall pay the CONTRACTOR for the performance of the Contract \_\_\_\_\_ (\$ )Dollars, subject to additions and deductions as provided in the contract documents.
6. The CONTRACTOR shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, within \_\_\_\_\_ ( ) calendar days from the actual start date as specified in the written "Notice to Proceed."
7. All work by CONTRACTOR is to be performed in a manner satisfactory to COUNTY, and in accordance with the established customs, practices and procedures of COUNTY. CONTRACTOR is to periodically request sufficient conferences to insure that the work is being done by CONTRACTOR in a satisfactory manner in accordance with the wishes of COUNTY.

## **SECTION II. METHOD OF PAYMENT**

1. CONTRACTOR shall provide an Application for Payment to be received by the Architect/Engineer not later than the 25th day of each month. COUNTY shall make payment to the CONTRACTOR not later than the 20th day of the following month. If an Application for Payment is received by the Architect/Engineer after the application date fixed above, payment shall be made by COUNTY not later than forty-five (45) days after receipt of the Application for Payment. If the CONTRACTOR submits an incorrect Application for Payment, payment date will be extended thirty (30) days from the date of correction.
2. Application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.
3. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - a. Take that portion of the contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the work by the total Contract Sum less retainage of five (5%) percent;
  - b. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed

construction (or, if approved in advance by COUNTY, suitably stored off the site at a location agreed upon in writing), less retainage of five (5%) percent;

- c. Subtract the aggregate of previous payments made by the COUNTY; and
  - d. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions to Construction Contracts.
4. When all work embraced in this Contract has been fully and completely performed on the part of the CONTRACTOR, and accepted by the COUNTY, there shall be a statement by CONTRACTOR of the work done according to the terms herein, and the balance appearing to be due the CONTRACTOR out of funds applicable for payment for this work, excepting there from any sum that may be lawfully retained under the provisions of this Contract, Specifications, and General Conditions to Construction Contracts and all such funds as may be due the COUNTY.
  5. The COUNTY shall have the right, at its option, to discharge the CONTRACTOR for any breach of any provision of this Contract, and such discharge shall not affect the right of the COUNTY against sureties on the Bonds provided.
  6. It is further mutually agreed between the parties hereto that if at any time after the execution of this Contract and the Surety Bonds attached hereto for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond inadequate to cover the performance of the work, the CONTRACTOR shall, at its expense, within five (5) days after the receipt of notice from the COUNTY so to do, furnish as additional bond or bonds, in satisfactory amount to the COUNTY. In such event, no further payment to the CONTRACTOR shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the COUNTY.
  7. CONTRACTOR further agrees to provide COUNTY an amount equal to \_\_\_\_\_ (\$) Dollars per day for liquidated damages for each consecutive calendar day required for the completion of the contract beyond the time stipulated. **(NOTE: If this paragraph is inapplicable, then N/A [not applicable] should be inserted in the applicable space.)**

8. Other contract provisions, including but not limited to insurance provisions may be required to enter into a contract with Shelby County Government.

### **SECTION III. SPECIFIC PROVISIONS**

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the

COUNTY only as to the intended results of the scope of this Contract.

- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the Contractor's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of County's funds, inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
  - i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

- ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the County's consent or approval; or
  - iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for Contractor's failure to provide the Services specified under this Contract.
  - c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
  - d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any Contractor's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly

fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest, which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter Contractor's offices for the purpose of inspections, reviews, and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

- b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONTRACTOR or its subcontractors regarding any matter resulting from or relating to Contractor's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act,

Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws,

such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTER TO BE DISREGARDED

This title of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES (If Applicable)

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. PERFORMANCE AND LABOR AND MATERIALS BONDS

CONTRACTOR will provide COUNTY within ten (10) days from inception date of this Contract a Performance and Labor and Materials Bond each in the amount of 100% of the Contract price for each year that this contract is in effect. Said Bonds may be pro-rated for the initial year in the event that this period of time is less than a full twelve (12) month period.

24. NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are County's employees, and COUNTY shall not take any action or provide Contractor's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from Contractor's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;
- c. Withholding state and federal income tax from payment to CONTRACTOR;
- d. Making disability insurance contributions on behalf of CONTRACTOR;
- e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or Contractor's personnel.

25. INCORPORATION OF OTHER DOCUMENTS

- a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONTRACTOR thereto, all of which are maintained on file within the Shelby County

Purchasing Department and incorporated herein by reference.

- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

26. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONTRACTOR shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

27. RIGHT TO REQUEST REMOVAL OF Contractor's EMPLOYEES

The COUNTY may interview the personnel CONTRACTOR assigns to County's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONTRACTOR, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONTRACTOR shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

28. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

29. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, CONTRACTOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONTRACTOR due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

30. ORGANIZATION STATUS AND AUTHORITY

- a. CONTRACTOR represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien , charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. INSURANCE REQUIREMENTS

- a. The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONTRACTOR or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. The Contractor shall immediately notify Shelby county Government, Contract Administration, 160 N. Main Street, Suite 550, Memphis, Tennessee of cancellation or changes in any of the insurance coverage required. The CONTRACTOR will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the

following minimum requirements:

- i) Commercial General Liability Insurance- \$1,000,000.00 limit per occurrence for bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 General Aggregate/\$2,000,000.00 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees, volunteers, and members of boards, agencies, and commissions will be listed as additional insured regarding operations under this program. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Products/Completed Operations
  - c) Personal Injury
  - d) XCU coverage, where applicable
  - e) Contractual Liability
  - f) Independent Contractors
  - g) Broad Form Property Damage
  - h) When contract is awarded, the Contractor will be required to provide the County with a copy of the additional insured endorsement.
  
- ii) Business Automobile Liability Insurance - \$1,000,000.00 each accident for bodily injury and property damage. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
  
- iii) Workers Compensation and Employer's liability Insurance - All owners, sole proprietors, partners, and officers will elect to be covered by workers compensation coverage, regardless of requirement by Tennessee state status. Policy is to be specifically endorsed to include these individuals for coverage. Coverage is to include:
  - a. Employers Liability Coverage for \$1,000,000 per accident;
  - b. Employers Liability Disease each employee \$1,000,000; and
  - c. Employers Liability Disease Policy Limit

\$1,000,000

Note: The Contractor's workers compensation policy will include the following endorsement: WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT: (form WC 00 03 13) A completed copy of this form will be included in documents provided to Shelby County Government by Provider's insurance company.

- iv) Builders Risk Insurance or Installation Floater (as applicable) for project. - All risk coverage in the amount of replacement cost of the structure/equipment, which is to be built or installed.
- c. CONTRACTOR shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government  
Purchasing Department  
160 N. Main, Suite 550  
Memphis, TN 38103

- d. Self insured retentions or deductibles of \$25,000 or over per loss or claims must be reviewed and agreed to by Shelby County Government prior to commencement of work under this program.

All policies will provide for 30 day written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Contractor//Contractor will provide immediate notice to Shelby County.

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the County's authorized agent or by First Class or U.S. Mail to the

addresses set forth in the Contract, or to such other person or address as either party may designate in writing and deliver as herein provided.

33. HIPAA (If applicable)

CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

It is agreed that the following documents are made a part of and incorporated fully into this construction Contract:

1. Performance Bond
2. Labor and Material Bond
3. Insurance Certificate
4. Bid Specifications (SB #\_\_\_\_\_, \_\_\_\_\_)
5. Contractor's Bid/Proposal (Exhibit "A")
6. General Conditions to Contract (Exhibit "B")
7. List of subcontractors who will be performing work on project with attached required information per Exhibit "C"

**NOTE: THE ABOVE DOCUMENTS MUST BE ATTACHED BEFORE EXECUTION OF THIS AGREEMENT BY SHELBY COUNTY.**

**SHELBY COUNTY GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION**

**GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION**

**ARTICLE I  
CONTRACT DOCUMENTS**

**1.1 Definitions**

**1.1.1 The Contract Documents**

The Contract Documents consist of the Owner-Contractor Agreement, the conditions of the Contract (General, Supplementary and other conditions), the Drawings, the Specifications, and all Addenda issued prior to and all 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 written interpretation issued by the Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.3. The Contract Documents include Bidding Documents such as the Advertisement or invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid, or portions of Addenda relating to any of these, and other documents specifically enumerated in the Owner-Contractor Agreement.

**1.1.2 The Contract**

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer or any Subcontractor or sub-subcontractor.

**1.1.3      The Work**

The Work comprises the completed construction required by the contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

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**1.1.4      The Project**

The Project is the total construction of which the Work performed under these Contract Documents may be the whole or a part.

**1.2          Execution Correlation and Intent**

**1.2.1**      The Contract Documents shall be signed in not less than four originals by the Owner and Contractor. If either Owner or Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Engineer shall identify such Documents.

**1.2.2**      By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

**1.2.3**      The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically set forth in the Contract Documents will not be required unless it is consistent with work that is specifically set forth in the Contract Documents or is reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations, which have well-known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

**1.2.4**      The organization of the Specifications into divisions, sections, and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Sub-contractors or in establishing the extent of Work to be performed by any trade.

**1.3          Ownership and Use of Documents**

**1.3.1** All Drawings, Specifications and copies thereof furnished by the Engineer are the property of the Owner. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Engineer on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's common law copyright or other reserved rights. The Engineer will furnish, free of charge, to

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the Contractor sufficient sets of Contract Documents to execute the Work not to exceed ten (10). The Contractor may purchase additional sets by paying reproduction costs.

## **ARTICLE II**

### **ENGINEER**

#### **2.1 Definition**

**2.1.1** The Engineer is the person lawfully licensed to practice Engineering, or any entity lawfully practicing Engineering identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative.

#### **2.2 Administration of the Contract**

**2.2.1** The Engineer will provide administration of the Contract as hereinafter described.

**2.2.2** The Engineer will be the Owner's representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner's instructions to the Contract shall be forwarded through the Engineer. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument signed by the Owner.

**2.2.3** The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if

the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

**2.2.4** The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

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**2.2.5** The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the contract documents.

**2.2.6** Based on the Engineer's observations and an evaluation of the Contractor's Applications for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in Paragraph 9.4.

**2.2.7** The Engineer will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon so as to cause no delay the Project. Either party to the Contract may make written request to the Engineer for such interpretations.

**2.2.8** All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

**2.2.9** The Engineer's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. The Engineer shall rule on all claims and disputes that relate to the interpretation of the Contract Documents.

**2.2.10** The Engineer will have authority to reject Work which

does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work is then fabricated, installed or completed. In the event the Engineer determines that any Work deleted by the Contractor should have been performed by the Contractor under the Contract Documents, he shall issue a final determination that the Contractor shall proceed with the Work as directed by the Engineer, and the Contractor shall proceed with the Work even if he is in disagreement with the decision of the Engineer.

**2.2.11** The Engineer will review and approve or take other appropriate action under Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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**2.2.12** The Engineer will prepare Change Orders in accordance with Article 12 and will have the authority to order minor changes in the Work as provided in Subparagraph 12.3.

**2.2.13** The Engineer will conduct inspections to determine the dates of Substantial Completion and completion will receive and forward to the Owner for the Owner's review written 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 Paragraph 9.8.

### **ARTICLE III**

#### **OWNER**

#### **3.1 Definition**

**3.1.1** The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner, or his authorized representative.

#### **3.2 Information and Services Required of the Owner**

**3.2.1** The Owner or Engineer shall furnish all surveys

describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

**3.2.2** Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**3.2.3** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

**3.2.4** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

**3.2.5** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion and Insurance in Article 6, 9 and 11, respectively.

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**3.3 Owner's Right to Stop the Work**

**3.3.1** If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Any such order to the Contractor shall be in writing.

**3.4 Owner's Right to Carry Out the Work**

**3.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within two (2) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy it may have, make good and correct such deficiencies with

its own forces or with the forces of another contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

3.4.2 The Owner shall have access to the Project at all times.

#### **ARTICLE IV** **CONTRACTOR**

#### **4.1 Definition**

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

#### **4.2 Review of Contract Documents**

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover.

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#### **4.3 Supervision and Construction Procedures**

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspection, tests or

approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

#### **4.4            Labor and Materials**

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

**4.4.2**        The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

**4.4.3**        When a material, equipment or system is specified or approved in an addendum, by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the contract. If Contractor desires to use another material, equipment, or system in lieu thereof, he shall request approval in writing and shall submit samples and data as required for the Engineer's consideration. The Engineer and Owner will be the final judge for the acceptance or the substitution. No Substitution shall be made without authority in writing from the Engineer.

**4.4.4**        By making requests for substitutions based on Subparagraph 4.4.3 above, the Contractor:

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- .1 represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that he will provide the same warranty for the substitute that is required by the Contract Documents for that specified.
- .3 certifies that the cost data presented is complete and includes all related costs and excludes the Engineer's redesign costs, and waives all claims for

additional costs related to the substitution which subsequently became apparent; and

- .4 will coordinate the installation of the accepted substitute, making such changes at no additional cost to Owner as may be required for the Work to be complete in all respects.

**4.4.5** The General Contractor shall disclose the existence and extent of financial interests, whether direct or indirect, he has in subcontractors and material suppliers which he may propose for this Project.

**4.5**            **Warranty**

**4.5.1** The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and requirements including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence. This warranty is not limited by the provisions of Paragraph 13.2.

**4.6**            **Taxes**

**4.6.1** The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

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**4.7**            **Permits, Fees and Notices**

**4.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution of the Contract.

**4.7.2** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any

public authority bearing on the performance of the Work.

**4.7.3** If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

**4.8 Allowances and Owner Furnished Equipment, Fixtures or Labor**

**4.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

**4.8.2** Unless otherwise provided in the Contract Documents:

- .1 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and applicable taxes;
- .2 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
- .3 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

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**4.8.3** The Owner may directly furnish any or all of the equipment, fixtures or labor required for the Project. In the event the Owner elects to do so, the Contract Price for such equipment, fixtures or labor will be reduced by the amount for

equipment of labor being furnished by Owner. A Change Order reducing the Contract Price for that item of work shall be executed by Owner and Contractor to reflect a reduction in the Contract Price for that item, equipment, fixtures or work that the Owner is to furnish. The Contractor shall assume responsibility for and be fully responsible for the care, custody and control of all Owner furnished equipment and/or fixtures once said equipment or fixtures arrive on the job site or in any approved off site storage facility.

#### **4.9 Superintendent**

**4.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor and shall be confirmed in writing.

#### **4.10 Documents and Samples at the Site**

**4.10.1** The Contractor shall maintain at the site for the Owner, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction and approved Shop Drawings, Product Data and Samples. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Work.

#### **4.11 Shop Drawings, Product Data and Samples**

**4.11.1** Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**4.11.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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

**4.11.4** The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

**4.11.5** By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.

**4.11.6** The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.11, unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Engineer's approval thereof.

**4.11.7** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals.

**4.11.8** No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer as provided in Subparagraph 2.2.11. All such portions of the Work shall be in accordance with approved submittals.

**4.12**        **Use of Site**

**4.12.1** The Contractor shall confine operations at the site to areas permitted by law, ordinance, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

**4.13**        **Cutting and Patching of Work**

4.13.1 The Contractor shall be responsible for all cutting,

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fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.13.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation.

The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner. The Contractor shall not unreasonably withhold from the Owner his consent to cutting or otherwise altering the Work.

#### 4.14 Cleaning Up

4.14.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials.

4.14.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof will be charged to the Contractor.

#### 4.15 Royalties, Patents and Records

4.15.1 The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringement of any patent rights and shall save Owner and Engineer harmless from loss on account thereof.

4.15.2 The Contractor shall not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex.

4.15.3 The Contractor and all subcontractors under the general contract shall maintain copies of every sub-payroll period for the life of the construction contract and for a period of three (3) years after final release and payment is made by the Owner to the Contractor.

4.15.4 Each Contractor's request for payment, including final

payment and each partial payment, if permitted by the contract, shall contain a certification by the Contractor that performance by the Contractor and his subcontractor for the period of work covered by the payment request has been in accordance with the contract clauses and requirements with respect to nondiscrimination.

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**4.15.5** Representatives of Shelby County, as designated by the Mayor, shall have the right to inspect the Contractor's facilities and payroll records during the term of the construction contract and for a period of three (3) years after final release and final payment by the Owner for the purposes of verifying nondiscrimination in employment.

**4.15.6** The Contractor shall incorporate the same requirements set forth in Subparagraph 5.3.1 in all Subcontracts awarded by him with the further requirement that each Subcontract include identical requirements to be included in any lower tier Subcontracts together with the requirement to include it in any further subcontracts that might be made.

#### **4.16 Indemnification**

**4.16.1** (a) By executing this Agreement, the Contractor assumes the entire responsibility and liability for any and all claims, damage or injury of any kind or nature (including death) to all persons, whether employees of the Contractor or otherwise, and to all property (including but not limited to the replacement cost and loss of use of property), caused by, resulting from, arising out of, or occurring in connection with the performance of the Work by the Contractor, its agents, servants, employees, or subcontractors or anyone directly or indirectly employed by any of them for whose acts any of them may be liable.

(b) If any claim is made against the Owner for any damage, injury, death, or loss, whether such claim is based upon the Contractor or its agents, servants, employees, or subcontractors alleged active or passive negligence or participation in the wrong, or upon any alleged active or passive negligence or participation in the wrong, or upon any alleged breach of any statutory duty or obligation on the part of the Contractor, its agents, servants, employees or subcontractors, or in any other instance for which the Contractor has assumed responsibility in this Agreement, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, directors,

agents, servants and employees from and against any and all loss, expense, judgment, damage or injury (including attorney's fees and expenses) that the Owner or its officers, directors, agents, servants or employees may sustain as the result of any such claim.

The Contractor shall assume on behalf of the Owner, its officers, directors, agents, servants and employees the defense of any action at law or in equity which may be brought against any of them upon any such claim, and shall pay on behalf of them the amount of any judgment with any costs or expenses incurred by any of them in connection with such claim.

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#### **4.16.2 Labor Indemnity**

**4.16.2.1** The Contractor shall indemnify, defend and hold harmless the Owner from any and all administrative and judicial actions (including reasonable attorney's fees related to any such action) incurred by the Owner in connection with any labor related activity arising from the performance of the Work of the Contractor. As used in this Agreement, labor related activity includes, but is not limited to strikes, walkouts, informational or organizational picketing, use of placards, distribution of handouts, leaflets or in the vicinity of any facility where the Owner conducts business. The Owner shall advise the contractor if any labor related activity occurs and the Contractor shall arrange for the legal representation necessary to protect the Owner, provided such representation is previously approved by the Owner.

#### **4.16.3 Attorney's Fees**

**4.16.3.1** In the event it becomes necessary for Owner to employ an attorney to enforce any provision of this Agreement, then the Contractor shall be liable for all attorney's fees and litigation expense of Owner.

#### **4.17 Progress Schedule**

**4.17.1** The Contractor shall, within five (5) days from receipt of the Notice to Proceed, prepare and submit for the Owner and Engineer an estimated project schedule for the Work. The Progress Schedule shall be updated each month to reflect actual progress made and to forecast future progress of the Work. The Progress Schedule shall be related to the entire Project as provided by the contract Documents and shall provide for expeditious and practicable execution of the Work. The Owner reserves the right to reasonably reschedule the Work or the sequence of activities of the

contractor for no additional compensation should it deem rescheduling to be in its best interest.

**ARTICLE V**  
**SUBCONTRACTORS**

**5.1 Definition**

**5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractor.

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

**5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**5.2.1** Unless otherwise required by the Contract Documents or Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection. No work shall be commenced until approval of all such Subcontractors has been given in writing by the Owner. If required, the Contractor shall furnish evidence satisfactory to the Owner, showing each proposed Subcontractor is competent to execute the Work covered by the Subcontract.

**5.2.2** The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Engineer has made

reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

**5.2.3** If the Owner or the Engineer has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Engineer has no reasonable objection. Such substitution shall in no way affect the Contract Sum.

**5.2.4** The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Engineer makes reasonable objection to such substitution.

**5.2.5** The Contractor shall submit a status report with regard to Subcontractors identified on Exhibit C, which forms a part of the Contract Documents, as to any change in the subcontractors identified thereon and the reasons for same, the dollars paid to the prior subcontractor and the amount of the new subcontract.

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THIS REPORT SHALL BE SUBMITTED TO CONTRACTS ADMINISTRATION OF SHELBY COUNTY GOVERNMENT, 160 N. Main St., Suite 1109, Memphis, Tennessee, 38103.

### **5.3 Subcontractual Relations**

**5.3.1** By an appropriate agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Engineer. Said agreement shall preserve and protect the rights of the Owner and the Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by the Paragraph 5.3, and identify to

the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to any Sub-subcontractors.

**ARTICLE VI**  
**WORK BY OWNER OR BY SEPARATE CONTRACTORS**

**6.1 Owner's Right to Perform Work and to Award Separate Contracts**

**6.1.1** The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

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

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**6.2 Mutual Responsibility**

**6.2.1** The Contractor shall afford the Owner and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

**6.2.2** If any part of the Contractor's Work depends on proper execution or results in the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive his Work.

**6.2.3** Should the Contractor wrongfully cause damage to the work or property of the Owner or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings, and if any judgment or award against Owner arises there from, the Contractor shall pay or satisfy it and shall reimburse the Owner for all Attorney's fees and Court costs which the Owner has incurred.

6.3 Owner's Right to Clean Up

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.14, the Owner may clean up and charge the cost thereof to the contractors responsible therefore as the Owner shall determine to be just.

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

7.1 GENERAL COMPLIANCE WITH LAWS

7.1.1 If required, the Contractor certifies that it is

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qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

7.1.2 The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

7.1.3 This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the

Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

**7.2 Successors and Assigns**

**7.2.1** This Agreement (including without limitation, all obligations imposed by the Contract Documents) shall be binding upon and shall inure to the benefit of the parties= successors, assigns and legal representative. The Contract shall not be assigned or sublet in whole or in part by the Contractor without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

**7.3 Written Notice**

**7.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm, entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

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**7.4 Claims for Damages**

**7.4.1** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party, or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**7.5 Performance Bond and Labor and Material Payment Bond**

**7.5.1** The Contractor shall furnish and keep in force throughout the performance of the Work a separate performance bond and

separate labor and material payment bond, each in the amount of the total of the Contract (as the same may be modified from time to time) conditioned upon the faithful performance of the Work by the Contractor and payment of all obligations arising in connection with the Work by the Contractor. Said bonds shall also guarantee to the Owner that the Work shall be free of all liens upon the property of the Owner. The bonds shall name the Owner as obligee and shall be with such Surety authorized to do business in the State of Tennessee and in such form and manner as approved by Owner. Said Bond shall be subject to final approval of the Shelby County Risk Management Department. Said bonds shall be furnished to the Owner prior to the commencement of the Work, or upon written request by Owner to Contractor after the Work has commenced.

## **7.6 Rights and Remedies**

**7.6.1** The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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

## **7.7 Tests**

**7.7.1** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer may observe such inspection, testing

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or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections or tests.

**7.7.2** If the Engineer determines that any Work requires special inspection, testing or approval which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner,

instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineer's additional services and/or correction of the defective Work made necessary by such a failure; otherwise, the Owner shall bear such costs, and an appropriate Change Order shall be issued.

**7.7.3** Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Engineer.

**7.7.4** If the Engineer is to observe the inspection, tests or approvals required by the Contract Documents, he will do so promptly where practicable, at the source of supply.

## **ARTICLE VIII**

### **TIME**

#### **8.1 Definitions**

**8.1.1** Unless otherwise provided, the Contract time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

**8.1.2** The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

**8.1.3** The date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

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**8.1.4** The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

#### **8.2 Progress and Completion**

**8.2.1** All time limits stated in the Contract Documents are of the essence of the Contract.

**8.2.2** The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**8.3 Delays and Extensions of Time**

**8.3.1** The Contractor shall proceed with each and every part of this Agreement in a prompt and diligent manner. The Contractor, without additional compensation, shall perform the Work at such times, in such order and in such manner as the Owner may direct. The Contractor shall commence, continue and complete its performance of the Project so as not to delay Owner or other separate contractors of the Owner or subcontractors= completion of the Work or any portions thereof, and so as to insure completion as directed by Owner. Any time specified for the completion of the Work, or portion thereof, is a material provision of this Agreement, and time is of the essence. The Contractor shall furnish sufficient forces to assure proper performance of its Work in strict compliance with all performance or progress schedules for the Project.

**8.3.2** The Contractor shall, from time to time, on written demand of Owner, give adequate evidence to Owner to substantiate the planned performance and progress of the Work and the various parts thereof. The Contractor shall promptly increase its work force, accelerate its performance, work overtime, work Saturdays, Sundays and holidays, all without additional compensation, it in the opinion of the Owner, such work is necessary to maintain proper progress. The Contractor will fully cooperate and coordinate its work with any other separate contractors of Owner or subcontractors at the Project. The Contractor shall bear the costs of all damages done to other separate contractors of Owner or subcontractors and Shall be responsible for any damages caused by or resulting from acts or omissions of the Contractor in failing to make proper progress. The liability of the Contractor shall not be deemed waived by any assent or acquiescence by Owner to the Contractor's late performance. Owner shall be entitled to terminate this Agreement due to late or threatened late performance, upon seven (7) days notice to proceed and Contractors failure to do so.

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**8.3.3** In the event any subcontractor should damage the Contractor, the Contractor shall neither seek nor be entitled to any compensation from Owner, but will seek its damages directly from such subcontractor. Should the Contractor's performance, in whole or part, be disrupted, interfered with or delayed, or be suspended in the commencement, prosecution or completion, for reasons beyond the Contractor's control and without its fault or negligence, the Contractor shall be entitled to an extension of time in which to complete its Work; but only if it shall have notified the Owner, in writing, of the cause of delay within five (5) days of the occurrence of the event. The Contractor and Owner agree that the Contractor shall not be entitled to any money damages regardless of fault as a result of any delay, acceleration, disruption, interference, suspension, or other event affecting the Contractor or the Contractor's performance.

**ARTICLE IX**  
**PAYMENTS AND COMPLETION**

**9.1**           **Contract Sum**

**9.1.1**       The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the 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 Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used only as a basis for the Contractor's Applications for Payment.

**9.3**           **Applications for Payment**

**9.3.1**       At least ten days before the date of each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Engineer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Engineer may require, and reflecting retain age, if any, as

provided elsewhere in the Contract Documents. The Contractor shall indicate on each Application for Payment the dollar amount and percentage due Subcontractors.

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Progress payments (monthly) will be made based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer as follows:

On or before the 10th day of each month, 95% of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work, up to the first day of that month, less the aggregate of previous payments in each case. Payments will be less such retainage as the Engineer shall determine for all incomplete work and unsettled claims.

**9.3.1.1** Until final payment, the Owner will pay 95% of the amount due the Contractor on account of progress payments. If the manner of completion of the Work and its progress are and remain satisfactory to the Owner, it may, in its sole discretion, for each Work category shown to be 50% or more complete in the Application for Payment, without reduction of previous retainage, on presentation by the Contractor with Consent of Surety for each application, certify any remaining progress payments for each Work category to be paid in full.

**9.3.1.2** The full Contract retainage may be reinstated at any time in the sole discretion of the Owner.

**9.3.2** Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

**9.3.3** The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances,

hereinafter referred to in the Article IX as Aliens; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other persons performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

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**9.3.4** The Contractor shall submit a report with each Application for Payment which sets forth all subcontractors performing work during that reporting period, the dollar amount paid to the subcontractor, etc. on the form provided by Shelby County Government.

#### **9.4 Certificate for Payment**

**9.4.1** The Engineer will, within seven (7) days after the receipt of the Contractor's Application for Payment, issue a Certificate for Payment to the Owner for such amount as the Engineer determines is properly due.

**9.4.2** The issuance of a Certificate of Payment will constitute a representation by the Engineer to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified.

#### **9.5 Progress Payments**

**9.5.1** 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 Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an

appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

## **9.6           Payments Withheld**

**9.6.1**       The Engineer may decline to certify payments and may withhold his Certificate in whole or in part, to the extent necessary to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. The Engineer may also decline to certify payment or,

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because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1     defective Work not remedied;
- .2     third party claims filed or reasonable evidence indicating probable filing of such claims;
- .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; or
- .7     persistent failure to carry out the Work in accordance with the Contract Documents.

**9.6.2**       When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made, without interest, for any amounts previously withheld.

## **9.7           Substantial Completion**

**9.7.1**       When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is

substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Engineer on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall

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commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**9.7.2** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents. Payment by the Owner upon application by the Contractor and certification by the Engineer for Substantial Completion does not waive any claims the Owner may have against the Contractor.

## **9.8 Final Completion and Final Payment**

**9.8.1** 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 Engineer will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.7.2 have been fulfilled.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims, encumbrances and/or alleged liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

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9.8.3 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

**ARTICLE X**  
**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 Work.

**10.2      Safety of Persons and Property**

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

- .1 all employees on the Work and all other persons who may be affected thereby;
- .2 all the Work and all materials and equipment to be

incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

- .3 other property at the site or adjacent thereto, including 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 all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the 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 progress of the Work, all 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 utilities. Pavements, sidewalks, alleys, adjacent buildings not included in this Contract, which may be damaged, shall be repaired and/or replaced immediately and in a manner satisfactory to the Engineer, Shelby County and/or other governing officials.

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

**10.2.5** The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor may be liable or responsible. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.16.

**10.2.6** The Contractor shall designate a responsible member of his 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 the Engineer.

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

### 10.3 Emergencies

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article XII for Changes in the Work.

10.3.2 Whenever the Contractor has not taken sufficient precautions for the safety of the public or the protection of work to be performed under this Project, or adjacent structures or property which may be injured by processes of construction, demolition and/or site clearance on account of such neglect, and whenever an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, persons or property interest, then the Engineer and/or the Owner shall so instruct the Contractor.

10.3.3 If correction is not made in due time or if conditions such as lack of time prevent instructions to Contractor, then the Owner, without notice to the Contractor, may provide reasonable, suitable protection by causing such Work to be done and material to be furnished and placed as the Engineer and Owner may consider necessary and adequate. The cost and expense of such work and

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material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills thereof, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Owner and/or Engineer shall in no way relieve the Contractor of the responsibility for damages which may occur during or after such performance.

10.3.4 None of the foregoing shall make the Owner and/or Engineer responsible for foreseeing and protecting against emergency.

## **ARTICLE XI INSURANCE**

### 11.1 Contractor's Liability Insurance

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

- .1 claims under workers= compensation, disability benefits, and other similar employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4 claims for damages insured by personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

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**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, section III, paragraph 31, or required by law, whichever is greater.

**11.1.3** The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.16.

**11.1.4** All insurance policies maintained by the Contractor shall provide that insurance as applying to the Owner shall be primary and non-contributing irrespective of such insurance as the Owner may maintain in its own name and on its own behalf.

**11.1.5** Certificates of Insurance acceptable to the Owner shall be filed with the Owner at the time of submittal of the Contract Documents to the Owner for execution. These certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least thirty-(30) days= prior written notice has been given to the Owner. The Contractor shall immediately notify Shelby County Government, Contract Administration, 160 N. Main Street, Suite 550, Memphis, Tennessee 38103 of cancellation or changes in any of the insurance coverage required. Upon request of the Owner, certified copies of any of the required insurance policies may be requested from the Contractor or Contractor's insurance company, agency, or broker.

## **11.2 Owners Liability Insurance**

**11.2.1** The Owner shall at its discretion, purchase liability insurance or maintain a self-insured liability program.

## **11.3 Property Insurance**

**11.3.1** The General Contractor shall be responsible for all risk≅ insurance for physical loss or damage for the project during construction until the project is accepted by the Owner at which time the Owner will provide the property coverage.

**11.3.2** The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require such Subcontractor to make payments to his Sub-subcontractors in similar manner.

**11.3.3** The Contractor or his insurance agent, broker or insurance company shall furnish to Owner a copy of all policies with the Contactor within five days of request.

**11.3.4** If the Owner requests in writing that insurance for risks other than those described in Subparagraphs 11.3 and 11.3.2 or 11.3.3 or other special hazards to be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order. Initial\_\_\_\_\_

**ARTICLE XII**  
**CHANGES IN THE WORK**

**12.1**        **Change Orders**

**12.1.1**        A Change Order is a written order to the Contractor signed by the Owner issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. The Contractor by execution of the Change Order waives any further claims or damages in any manner whatsoever for the changes set forth in the Change Order.

**12.1.2**        The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

**12.1.3**        The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

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- .1    by lump sum properly itemized on the form furnished by the Owner which shall show the actual verified cost of the work, plus ten percent overhead and five percent profit; if the work is performed by a Subcontractor, the General Contractor is allowed an additional five percent;
- .2    by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3    by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or

percentage fee; or

.4 by the method provided in Subparagraph 11.1.4.

**12.1.4** If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2, or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Engineer on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit, which shall be defined as ten percent overhead and five percent profit with an additional five percent going to the General Contractor when the work is performed by a Subcontractor. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of labor, including social security, old age and unemployment insurance and fringe benefits required by agreement or custom; workers= or workmen compensation insurance; bond premiums, rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Engineer's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

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## **12.2 Concealed Conditions**

**12.2.1** Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those

ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, Contractor, subject to approval by the Engineer, shall be entitled to a time extension for only the period that the Contractor's performance is extended due to the unforeseen conditions.

**12.3 Minor Changes in the Work**

**12.3.1** The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an 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 the Contractor. The Contractor shall carry out such written orders promptly.

**ARTICLE XIII  
UNCOVERING AND CORRECTION OF WORK**

**13.1 Uncovering of Work**

**13.1.1** If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

**13.1.2** If any other portion of the Work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs. If the Work to be uncovered by the Contractor should have been inspected by the Engineer prior to being covered, and the Work is found to be in accordance with the Contract Documents, the cost of the uncovering and recovering of the Work shall be borne by the Engineer.

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**13.2 Correction of Work**

**13.2.1** The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the

Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's additional services made necessary thereby.

**13.2.2** If, within one year after the Date of Substantial Completion of the Work or designated portion thereof, within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

**13.2.3** The Contractor shall remove from the site all portions of the Work which are defective or non-conforming, unless removal is waived by the Owner.

**13.2.4** If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

**13.2.5** If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Engineer, the Owner may remove it and store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may, upon ten additional days' written notice, sell such Work at auction or a private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**13.2.6** The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

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**13.2.7** Nothing contained in Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his 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 his obligations other than specifically to correct the Work.

**13.3 Acceptance of Defective or Non-Conforming Work**

**13.3.1** If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effective whether or not final payment has been made.

**ARTICLE XIV  
TERMINATION OF THE CONTRACT**

**14.1 Termination for Default**

**14.1.1** Should the Contractor fail to perform in strict accordance with this Agreement, where or as Owner may so direct, or should the Contractor become insolvent, unable to or fail to pay its obligations as they mature or, in any other respect fail in the opinion of the Owner, to properly prosecute and perform any part of its work, fail to exert its best performance efforts, be involved in labor disputes, or be terminated under any other contract with Owner, then the Contractor may be deemed by Owner to have materially breached and to have defaulted in its obligations under this Agreement. In case of a breach and default, the Owner, at its discretion, may terminate this Agreement, or any part thereof, by giving five (5) days written notice thereof to the Contractor. In case of such termination, Owner may use any and all materials, equipment, tools or chattels furnished by or belonging to the Contractor either at or for the Project.

**14.1.2** The Contractor, on termination, will be deemed to have offered to Owner an assignment of all of its subcontracts and

purchase orders relating to this Project. Owner may, at its discretion, do whatever is necessary to assure performance of any

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terminated work and to take such action, if necessary, in the Contractor's name. Owner may withhold from Contractor any monies due or to become due under this or any other contract between the Contractor and Owner, to offset the damages incurred or possibly incurred as a result of the breach and default by the Contractor. In case of a breach, or in the event Owner is required to retain the services of an attorney to enforce any provisions of this Agreement, then the Contractor and its surety company shall be liable to Owner for any and all additional costs, expenses, attorney's fees and other damages, both liquidated and unliquidated, which directly or indirectly result from the Contractor's breach, threatened breach, default or lack of performance of any term or condition of this Agreement.

**14.1.3** If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Engineer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of this Contract.

## **14.2 Termination for Convenience**

**14.2.1** Owner, by written notice, shall have the right to terminate and cancel this Agreement, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, Owner shall pay the Contractor for that Work actually performed and materials furnished in an amount proportionate to the Contract price. Owner shall not be liable to the Contractor for any other costs, including prospective profits on Work not performed.

## **ARTICLE XV RIGHT TO OCCUPY BY OWNER**

### **15.1 Early Occupancy by Owner**

**15.1.1** The Owner has the right to occupy or use ahead of

schedule all or any substantially completed or partially completed portion of the Work when such occupancy and use are in its best interest, notwithstanding the time of completion for all of the Work. If occupancy or use increases the cost of the Work (other than for corrections which are the responsibility of the Contractor) and/or as a result of the Owner exercising its rights

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herein, the contractor shall be entitled to extra costs and extensions of time, or both. Claims for such extra costs and extensions of time, to be valid, shall be made in writing to the Owner within seven (7) calendar days of the notification of Owner to the Contractor of its intent to so occupy or use.

## **15.2           Corrections after Occupancy**

**15.2.1**     After the Owner has taken occupancy of all or any substantially completed portion of the Work, the Contractor shall not disrupt the use and occupancy of the Owner to make corrections in the Work but shall, at the discretion of the Owner, make such corrections at the expense of the Contractor after normal working hours.

## **15.3           Heating, Ventilating and Air-Conditioning Systems**

**15.3.1**     The Owner may require the use and operation of any completed heating, ventilating and air-conditioning equipment at the time it occupies or uses any substantially completed portion of the Work. In such event, the Owner may require the Contractor to operate such equipment and will pay the Contractor the cost of such utilities required for the use and occupancy of the Owner, but the Contractor shall be responsible for such equipment and for its careful and proper operation. At any time, the Owner may assume the care and maintenance of any portion of the Work which it is occupying and using for the operation of any such equipment, but in each case, the Contractor shall not be relieved of its responsibility for the full completion of the Work and the protection of its tools, materials and equipment.

# **ARTICLE XVI REGULATIONS**

## **16.1           Nondiscrimination in Employment**

**16.1.1**     During the performance of this Contractual Agreement, the contracting party agrees as follows: The CONTRACTOR agrees that no

person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this contract, or in the employment practices of the CONTRACTOR. The CONTRACTOR shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

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16.3 Maintenance and Records

16.3.1 The Contractor and all Subcontractors under the General Contract shall maintain copies of every subcontract awarded and their own payrolls, for each weekly payroll period during the term of the Construction Contract and for a period of one (1) year after release and payment is made by Owner to the Contractor.

16.4 Owners Right of Inspection

16.4.1 Representative of the Owner, as designated by the County Mayor, shall have the right to inspect the Contractors facilities and payroll records during the life of the Construction Contract for a period of one (1) year after final release and final payment by the Owner for the purpose of verifying nondiscrimination in employment.

**ARTICLE XVII  
PROCEDURE FOR INSTALLATION OR  
REMOVAL OF FIBERGLASS INSULATION**

The following procedures should be adhered to when disturbing, installing or removing fiberglass insulation. These procedures are established to minimize employee exposure to the adverse health affects of fiberglass exposure.

The below procedures are the minimal requirements for handling fiberglass in Shelby County Facilities. Mandates by code or law must be adhered to.

17.1 Installation, Removal, or Disturbance of Fiberglass Insulation

**17.1.1** Install in well ventilated areas and avoid breathing dust.

**17.1.2** Wear loose, comfortable clothing and long-sleeved shirts to minimize skin contact.

**17.1.3** Handle carefully to minimize airborne dust.

**17.1.4** If high dust levels are anticipated during installation, such as with power tools, use appropriate NIOSH approved dust respirator.

**17.1.5** All power cutting tools must be equipped with dust collectors.

Initial \_\_\_\_\_

**17.2        Exposure**

**17.2.1**     After use, wash with warm water and mild soap. Do not scratch or rub skin if it becomes irritated. Utilize running water.

**17.2.2**     Wash work clothes separately, and then rinses the washer.

**17.2.3**     Eye exposure: Flush with flowing water for at least 15 minutes. If symptoms persist, seek immediate medical attention.

**17.3        Work Site Environment**

**17.3.1**     Insure area is free of obvious partials through proper cleanup procedures. Use of vacuum with proper filters, or wet cleanup is acceptable. (This includes office furniture, floors and walls.)

**17.3.2**     Initially there may be a potential adverse impact on indoor air quality within the general work area during the installation process. Notify building manager or other appropriate person that it will be necessary to establish and maintain adequate ventilation of the work area, without causing the entry of contaminants to other parts of the building. Persons who are sensitive to odors and/or chemicals should be advised to avoid the work area during this process.

**17.3.3**     Exposure to employees should be kept to a minimum.

**17.3.4**     Disturbance of ceiling tiles where fiberglass insulation exists requires the same procedures as if installation or removal was taking place.

**BY THE SIGNING OF THIS DOCUMENT AND INITIALING EACH PAGE HEREOF, THE CONTRACTOR CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE ABOVE AND AGREES TO ABIDE BY THESE GENERAL CONSTRUCTION CONDITIONS.**

CONTRACTOR

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

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

DATE: \_\_\_\_\_



# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor>

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety>

a corporation duly organized under the laws of the State of  
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ \_\_\_\_\_),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

19

(Principal)

(Seal)

(Witness)

(Title)  
(Surety)

(Seal)

(Witness)

(Title)



# THE AMERICAN INSTITUTE OF ARCHITECTS



*AIA Document A311*

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ (Here insert full name and address or legal title or contractor)

as Principal, hereinafter called Principal, and, \_\_\_\_\_ (Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of \_\_\_\_\_ (Here insert a sum equal to at least one-half of the contract price)

Dollars (\$

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_ 19 \_\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_ (Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by \_\_\_\_\_ (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimants work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

Signed and sealed this

(Winc-s)  
(Vvilns)

day of

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

	19
<i>(Principal)</i>	
<i>(Tillt)</i>	
<i>(Surt'ly)</i>	<b>(Seal)</b>



# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

## Performance Bond



KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ \_\_\_\_\_),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_  
(Here insert full name, address and description of project)

19 \_\_\_\_\_ entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

19

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**DIVISION 01 - GENERAL REQUIREMENTS**  
**SECTION 01 11 00 - SUMMARY OF WORK**  
**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Division 0 - Procurement and Contracting Requirements, Contract Forms and Conditions of the Contract, and Division 1 - General Requirements sections apply to work of this section.

**1.02 SCOPE**

- A. The scope of work of this project consists, though is not specifically limited to, the following:
1. Cleaning of the exterior face of the building first floor (grade level) to top of roof parapet. This will include the cleaning of the concrete and limestone on the exterior of the building.
  2. Cutting the existing aluminum supports brackets to shorten them.
  3. Installing new support brackets where needed.
  4. Providing a sill flashing at the base of the windows on floor levels 2 thru 4 on all elevations. Removal and the replacement of sealant at the head of windows, levels 2 – 4 on all elevations.
  5. Repair of exposed concrete columns on the east and west ends of building and subsequent covering of the columns with aluminum panels from the ground to the roof level.
  6. Installing miscellaneous angles and unistrut sections on the aluminum supports, after they have been shortened, and then installing perforated aluminum panels.
  7. Removal of the handrail surrounding the roof parapet.
  8. Providing a new portable guard rail at the roof where indicated.
- B. Work Included: The furnishings of all labor, supervision, materials, services, equipment and appliances required in conjunction with or properly incidental to ALL WORK for the construction in conformance with the following drawings and project manual prepared by:
- A2H - Askew Hargraves Harcourt & Associates, Inc.
- C. Notice: In no event is a product to be used in this project known to contain any hazardous or toxic waste or material, radioactive materials, or other contaminants, the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state, or federal agency, authority or governmental unit. If any product is inadvertently specified which contains such materials, it is the contractor's, subcontractor's and supplier's obligation and duty to advise the Owner and Architect of this fact prior to the ordering and/or installing of the product or material.
- D. Hazardous Substances: Discovery of a suspected dangerous or hazardous substance during construction stops construction operations and may seriously delay a project. Contractors often encounter asbestos, lead, polychlorinated biphenyls (PCBs), and similar hazardous materials on their construction projects. Because the use of those materials was common until recently, they are often found on renovation projects involving older buildings. AIA Document A201 outlines procedures contractors must follow when suspected dangerous or hazardous substances are uncovered during construction. If the suspect material proves to be a dangerous or hazardous substance, a contractor is not permitted to resume construction operations until the material has been rendered harmless or has been lawfully removed from the site.

**1.03 CODES AND STANDARDS**

- A. Refer to Section 01 41 00 - Regulatory Requirements.

**1.04 TEMPORARY SERVICES**

- A. Provide in accordance with requirements specified in Section 01 50 00 of this specification.

**1.05 SHOP DRAWINGS AND SUBMITTALS**

- A. Refer to individual sections of specifications and general conditions.

**1.06 PROJECT CLOSEOUT**

- A. Requirements to be as described in Section 01 77 00 of this specification.

**1.07 MATERIAL DELIVERY, STORAGE AND HANDLING**

- A. All materials and equipment required for the project shall be delivered, stored and handled in a manner to prevent damage and deterioration. Materials stored outside shall be stored on raised pallets and where applicable, shall be covered to protect the materials from the weather.
- B. When specifically recommended by the manufacturer, materials shall be stored in dry and protected areas and maintained at recommended temperatures.

**1.08 COORDINATION AND COOPERATION**

- A. Contractor shall coordinate the work with other contractors on project and with Owner. Work shall be coordinated so as to avoid delays in completion of project or interference with Owner's utilization of finished spaces.
- B. Contractor shall work closely with Owner to provide access and egress to work area during construction.

**1.09 INSPECTION**

- A. Before starting the work, Contractor shall examine adjoining work on which their work is in any way dependent for its acceptable installation and he shall report any unsatisfactory conditions. Starting of work shall constitute acceptance of all conditions and removal and replacement of any work installed unsatisfactorily shall be at expense of the Contractor.
- B. Contractor shall be responsible for all field measurements required to verify dimensions shown on drawings and necessary to ensure proper fitting of his work. Contractor shall be responsible for ascertaining any supplementary dimensions that are required for successful execution of his work.

**1.10 CLEAN UP**

- A. Refuse and debris accumulating from work required to complete this project shall be removed from building site throughout the course of project with intervals between cleanup not exceeding 7 days.

- B. Prior to final acceptance of the work, premises shall be left broom clean insofar as affected by Contractor's work.
- C. The exterior surface of windows shall be cleaned prior to final inspection if soiled from work activities conducted during work on the exterior of the building
- D. Painted surfaces that have been soiled by subsequent construction activities shall be cleaned or repainted as required to restore original finish.

#### **1.11 ACCIDENT PREVENTION**

- A. Contractor shall comply with safety and engineering practices set forth in "Manual of Accident Prevention in Construction," published by Associated General Contractors of America and with all applicable state and local safety and sanitary laws, regulations and ordinances, as well as established safety rules and practices of owner. Contractor shall, at his own expense, properly protect Owner's property from injury and shall make good any damage to same caused by failure to exercise required care during this work.
- B. Contractor shall provide properly maintained warning signs, lights, barricades, railing and other safeguards for protection of workmen and others on or about or adjacent to the work.
- C. Contractor shall provide his employees with approved eye protection, protective head gear, etc. while performing work required for this project.

#### **1.12 FIRE PREVENTION AND PROTECTION**

- A. Contractor shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent damage to any work, equipment and building.
- B. No welding, flame cutting or other operations involving use of flame, arcs or sparking devices shall be allowed without adequate protection and shielding. All combustible or flammable material shall be removed from immediate working area and shall be adequately protected with asbestos fire blankets or suitable noncombustible shields. Further, Contractor shall provide necessary personnel and fire fighting equipment to effectively control incipient fire resulting from welding, flame cutting or other operation required for demolition work.

END OF SECTION 01 11 00



**DIVISION 01 - GENERAL REQUIREMENTS**  
**SECTION 01 22 00 - UNIT PRICES**  
**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Section: The following Section contains requirements that relate to this Section:  
Section 03 01 08 Concrete Repair

**1.02 DEFINITIONS**

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.

**1.03 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, profit, and applicable taxes.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
- D. Schedule: A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials described under each unit price.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.01 UNIT PRICE SCHEDULE**

- A. Unit Price No. 1 – Bonding Agent  
Refer to Detail B3 / Sheet S1.1, Type A. This unit price includes costs per square foot for the bonding agent. Unit price shall include work associated with cleaning of rebar, concrete removal, material labor etc, to prepare the surface to receive subsequent repair materials. Quantities required above those listed on sheet S1.1 will be an additional scope of work for which the contractor will be compensated. Quantities required below those listed in Detail B3 will be deducted from the contractor's compensation.

Cost per square foot of Bonding Agent, Type A - \$ \_\_\_\_\_

- B. Unit Price No. 2 – Patch Repair  
Refer to Detail B3 / Sheet S1.1, Type B. This unit price includes costs per square foot

for the patch repair agent. Quantities required above those listed on sheet S1.1 will be an additional scope of work for which the contractor will be compensated. Quantities required below those listed in Detail B3 will be deducted from the contractor's compensation.

Cost per square foot of Patch repair, Type B - \$ \_\_\_\_\_

- C. Unit Price No. 3 – Coating Agent  
Refer to Detail B3 / Sheet S1.1, Type C. This unit price includes costs per square foot for the bonding agent. Quantities required above those listed on sheet S1.1 will be an additional scope of work for which the contractor will be compensated. Quantities required below those listed in Detail B3 will be deducted from the contractor's compensation.

Cost per square foot of Coating Agent, Type C - \$ \_\_\_\_\_

- D. Unit Price No. 4 – Aluminum Trim  
Refer to detail B3, Sheet A4.1 – The contractor, in the base bid is to include provision to provide and install 25 pieces of rectangular flat aluminum at window heads to cover joints in the window head framing where it has failed. This unit price is to provide a cost to provide and install additional aluminum trim pieces in the vent more than 25 are required.

Cost per unit for Aluminum Trim - \$ \_\_\_\_\_

END OF SECTION 01 22 00

**DIVISION 01 - GENERAL REQUIREMENTS**  
**SECTION 01 23 00 - ALTERNATES**  
**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 DEFINITION**

- A. Alternates are units of work which may, at the Owner's discretion, be either deducted from or added to the scope of work included in the Base Bid Amount (Contract Amount). Alternates are listed and associated pricing is taken to allow the Owner the opportunity to "buy" the most and best value that the project value will allow. Any pricing listed for alternates shall include all incidental and associated expenses. This shall be true for Alternates which are both Additive and Deductive in nature.

**1.03 SCHEDULE OF ALTERNATES**

- 1) **ADDITIVE ALTERNATE # 1 – COATING OF EXTERIOR CAST IN PLACE CONCRETE**  
This alternate includes all cost associated with coating the exterior concrete (the limestone on the exterior of the building will not be coated) with Sikagard 550W elastocolor (or approved equal) as recommended by the manufacturer.
- 2) **ADDITIVE ALTERNATE # 2 – REMOVAL OF GUARDRAIL AT ROOF.**  
This alternate includes all costs associated with the removal of the existing guard rail at the roof edge (all four sides). This includes the removal of the bolts supporting the guardrail and patching the concrete as reflected on detail C5/S1.1, where the bolts are removed. Included also in the alternate are the costs associated with providing the new guard rail system specified in section 07 72 00 – Guard Rail System, and as shown on the roof / site plan.

**PART 2 - PRODUCTS**  
NOT USED

**PART 3 - EXECUTION**  
NOT USED

END OF SECTION 01 23 00



**DIVISION 01 - GENERAL REQUIREMENTS**  
**SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS**  
**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Submittal procedures.

**1.02 RELATED SECTIONS**

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications apply to work of this section.
- B. Document 00 72 00 - General Conditions: Dates for applications for payment.
- C. Document 00 73 00 – Supplementary Conditions: Duties of the Construction Manager.
- D. Section 01 11 00 - Summary: Work covered by each contract, occupancy.
- E. Section 01 77 00 - Closeout Requirements: Additional coordination requirements.

**1.03 PROJECT COORDINATION**

- A. Project Coordinator: responsibilities are under the jurisdiction of the General Contractor.
- B. Contractor's Use of Site and Premises
  - a. Limit use of Site and premises to allow
    - Owner Occupancy
    - Use of site and premises by the Public
- C. Owner Occupancy
  - The Owner will occupy the premises during the entire period of construction
  - Contractor maintain access to existing pedestrian entrances, use of sidewalks and driveways during the period of construction

- Owner's representative must be notified a minimum of 24 hours in advance of any disruptive activities required to complete the scope of work and obtain written authorization from the owner's representative before proceeding.
  - Noise Vibration and Odors – coordinate operations that may result in high levels of noise, vibration or odors with Owner's representative and architect a minimum of 24 hours in advance of any disruptive activities. Some work activities, deemed disruptive to the public or building occupants, may require these activities to be conducted outside of normal working hours. There will be no change in the contract amount due to this requirement.
- D. Condition of Existing Building
- Maintain portions of the existing building affected by construction operations in a weather tight condition throughout the construction period. Repair all damage caused by construction activities to building, grounds, pavement and sidewalks.
- E. Coordinate both the procedural timing and the listing (naming and sequencing) of reports/activities required by provisions of this section and other sections, to afford consistency and logical coordination between submitted reports or lists. In particular, provide close coordination of progress schedule, schedule of values, listing of subcontracts, schedules of submittals, progress reports, and payment requests.
- F. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for storage of materials and Vehicular access, traffic, and parking facilities.
- G. During construction, coordinate use of site and facilities through the Project Coordinator.
- H. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- I. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- J. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- K. Make the following types of submittals to Architect through the Project Coordinator:
1. Requests for interpretation.
  2. Requests for substitution.
  3. Shop drawings, product data, and samples.
  4. Test and inspection reports.
  5. Manufacturer's instructions and field reports.
  6. Applications for payment and change order requests.
  7. Progress schedules.
  8. Coordination drawings.
  9. Closeout submittals.

## **PART 2 - PRODUCTS**

NOT USED

### **PART 3 - EXECUTION**

#### **3.01 PRECONSTRUCTION MEETING**

- A. Architect will schedule a meeting after Notice of Award.
- B. Architect to notify those whose attendance is required:
  - 1. Owner / Developer's representative.
  - 2. Architect
  - 3. General Contractor.
  - 4. Representatives from the following subcontractors.
    - a. Exterior cleaning contractor
    - b. Window sealant / flashing contractor
    - c. Perforated panel . misc steel erection contractor
  - 5. Representatives of the other portions of the project considered by the contractor to be critical to the timely and successful completion of the project.
- C. Agenda:
  - 1. Designation of responsible personnel.
  - 2. Distribution of Contract Documents.
  - 3. Submission of list of Subcontractors and progress schedule.
  - 4. Designation of personnel representing the parties to Contract, Owner / Developer and Architect.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures and close out documents.
  - 6. Handling of materials to permit inspection.
  - 7. Scheduling.
  - 8. Distribution of Submittals
  - 9. Sequence of critical work. Review of schedules
  - 10. Trades whose work will require pre-start up and workmanship review meetings.
  - 11. Use of Premises
    - a. Access to site
    - b. Field Office and Storage Areas
    - c. Owner's Requirements
  - 12. Major equipment deliveries and priorities
  - 13. Storage of material off-site
  - 14. Security procedures affecting owner's property
  - 15. Payment procedures after substantial completion
  - 16. Additional items and subjects requested by the owner, architect and General Contractor
- D. Architect will act as chairperson of the preconstruction meetings. Chairperson will distribute and forward Records of meeting minutes and distribute copies within four (4) days after meeting to participants, with one (1) copy to General Contractor, Owner, participants, and those affected by decisions made.

#### **3.02 PROGRESS MEETINGS**

- A. Contractor to schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. General: In addition to specific coordination meetings for each element of work and other regular project meetings for other purposes, hold a general progress meeting each month. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Review each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, house-keeping, change orders, and documentation of information for payment requests. Discuss whether each element of current work is ahead of schedule, on time, or behind time in relation to updated progress schedule. Determine how behind-time work will be expedited, and secure commitments from entities involved in doing so. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time. Review everything of significance which could affect progress of the work.
- C. Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- D. Attendance Required: Job superintendent, major subcontractors and suppliers, subcontractors that have work in progress, subcontractors that will start work within the next month, owner's representative, Architect, architects construction administrator, architects consultants (mechanical, electrical, plumbing, structural will be on site at various intervals), others as appropriate to agenda topics for each meeting.
- E. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Maintenance of quality and work standards.
  - 11. Effect of proposed changes on progress schedule and coordination.
  - 12. Other business relating to Work. Other current business
- F. Contractor to distribute record meeting minutes and distribute copies within four (4) days after meeting to participants, with one (1) copy to Genre' Contractor, Owner, participants, and those affected by decisions made.

### **3.03 CONSTRUCTION PROGRESS SCHEDULE**

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

### **3.04 SCHEDULE OF VALUES**

- A. General: Prepare schedule of values, as required by General Conditions, in coordination with the preparation of progress schedule. Correlate line items with other administrative schedules and forms required for the work, including progress schedule, payment request form, listing of subcontractors, schedule of allowances, schedule of alternates, listing of products and principal suppliers and fabricators, and schedule of submittals. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off the nearest whole dollar, but with total equal to Contract Sum. Submit copies of schedule of values to Architect and Owner on AIA Form G703 - Continuation Sheet.

### **3.05 PAYMENT REQUESTS**

- A. General: Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including initial application, application at times of substantial completion, and final payment application.
1. Waivers of lien: Each progress payment must be submitted with Contractor's waiver and Subcontractor's waivers as may be required by Owner.
  2. Waiver Forms: Submit and execute in a manner, acceptable to the Owner.
- B. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Architect, without action. Entries must match current date of schedule of values and progress schedule and report. Listing must include amount of change orders issued prior to first date of the "period of construction" covered by application. Also attach form breaking application down by CSI Divisions.
- C. 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.
    - c. A certificate of insurance covering materials claimed, recognizing Owner's right to make claims.
  3. Application at time of Substantial Completion: Following issuance of Architect's final "certificate of substantial completion" and also in part as applicable to prior certificates on portions of completed work as designed, a payment application may be prepared and submitted by Contractor. The principal administrative actions and submittals which must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation.
    - a. Occupancy permits and similar approvals or certificates by governing authorities and franchised services, assuring Owner's full access and use of completed work.
    - b. Warranties, guarantees, maintenance agreements and similar provisions of contract documents
    - c. Test/adjust/balance records, maintenance instructions, meter readings, start-up performance reports, and similar change-over information

- germane to Owner's occupancy, use, operation and maintenance of completed work.
  - d. Final cleaning of the work.
  - e. Application for reduction (if any) of retainage.
  - f. Advise to Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
  - g. Listing of Contractor's incomplete work, recognized as exceptions to Architect's certificate of substantial completion.
4. Final Payment Application: the administrative actions and submittals which must precede or coincide with submittal of final payment application can be summarized as follows, but not necessarily by way of limitation:
- a. Completion of project closeout requirements.
  - b. Completion of items specified for completion beyond time of substantial completion (regardless of whether payment application was previously made).
  - c. Assurance, satisfactory to the Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
  - d. Transmittal or required project construction records to Owner.
  - e. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.
  - f. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
  - g. Change over of door locks and other Contractor's access provisions to Owner's property.
5. Application Transmittal: Submit four (4) executed copies of each payment application, one copy of which is completed with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit to Architect (one additional copy to Owner) by means ensuring receipt within 24 hours.

### **3.06 PROGRESS PHOTOGRAPHS**

- A. Provide photographs of site and construction throughout progress of Work.
- B. In addition to periodic, recurring views, take photographs of each of the following events:
- C. Views:
  - 1. Provide non-aerial photographs from four cardinal views at each specified time, until Date of Substantial Completion.
  - 2. Provide closeup photos of details of representative work scope items in multiple locations on exterior face ( concrete repair window sealant, perforated panel installation, etc)
  - 3. Consult with owner for instructions on views required.
  - 4. Arrange photos on folder by week and submit two copies, once a month on a CD to Architect.

### **3.07 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.

3. Samples for selection.
  4. Samples for verification.
- B. Submit to architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.

### **3.08 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturers instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.

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

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. All other items required by specifications for closeout.
  6. Other types as indicated.

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

- A. Documents for Review:
1. Small Size Sheets, Not Larger Than 8-112 x 11 inches: If mailed or by courier, submit three copies. Two will be returned to contractor and one will be retained by the Architect. Email is acceptable also if all required information is included in email transmittal.
  2. Larger Sheets, Not Larger Than 36 x 48 inches: If mailed or by courier submit three copies. Two will be returned to contractor and one will be retained by the Architect. Email is acceptable also if all required information is included in email transmittal.
- B. Documents for Information: Submit 3 copies per specifications if mailed or couriered.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect
1. After review, produce duplicates.
  2. Retained samples will not be returned to General Contractor unless specifically so stated.

### **3.11 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, General Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply General Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Deliver submittals to Architect at business address or by email to individual at A2H identified at preconstruction meeting.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for general Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

END OF SECTION 01 30 00

**DIVISION 01 - GENERAL REQUIREMENTS**  
**SECTION 01 50 00 - TEMPORARY FACILITIES**  
**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Division 00 - Procurement and Contracting Requirements, Contract Forms and Conditions of the Contract, and Division 01 - General Requirements sections apply to work of this section.

**1.02 DESCRIPTION OF REQUIREMENTS**

- A. Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by the Architect that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities.

**1.03 QUALITY ASSURANCE**

- A. General - In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").
- B. ANSI Standards: Comply with applicable provisions of ANSI A10-Series standards on construction safety, including A10.3, A10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.17, A10.18, A10.20, and A10.22.
- C. NFPA CODE: Comply with NFPA Code 241 "Building Construction and Demolition Operations."
- D. Conservation: In compliance with conservation of energy/materials, install and operate temporary facilities and perform construction activities in manner which reasonably will be conservative and avoid waste of energy and materials including water.

**1.04 JOB CONDITIONS**

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

## **PART 2 - AND PART 3 - PRODUCTS AND EXECUTION**

### **2.01 TEMPORARY UTILITY SERVICES**

- A. The types of services required include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephone. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.
- B. The contractor shall pay all fees (deposits, monthly service charges, etc.) associated with temporary utilities.
- C. Permanent Utility Service: The Owner shall pay all costs for supplying permanent utility services to the site.

### **2.02 TEMPORARY CONSTRUCTION FACILITIES**

- A. The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, enclosure of work, hoisting facilities, stairs and ladders. Provide facilities reasonably required to perform construction operations properly and adequately.
- B. Water Service and Distribution:
  - 1. Provide and maintain temporary water service during construction, including potable water for drinking and for fire protection.
  - 2. Where non-potable water is used, mark each outlet with adequate health hazard warning signs.
- C. Electrical Power: Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, lighting, and start-up testing of permanent electric-powered equipment prior to its permanent connection to electrical system. Provide overload protection.
  - 1. Supply power for electric welding, if any, from either temporary power distribution system or by engine driven power generator sets, at Contractor's option.
- D. Access Provisions: Provide ramps, stairs, ladders and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

### **2.03 SECURITY/PROTECTION/SAFETY PROVISIONS**

- A. The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, barricades, warning sign/lights, sidewalk bridges, building enclosure/lockup, watchman service, personnel, security program (theft prevention), environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site. Security shall be provided at the contractor's discretion.
- B. The Contractor shall comply with the provisions and standards of the Occupational Safety and Health Act of 1970.

- C. Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type ABC dry chemical extinguishers. Comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.
- D. Environmental Protection Procedures: Provide facilities established procedures, and conduct construction activities in a manner which will ensure compliance with governing regulations controlling construction activities at project site.

#### **2.04 TEMPORARY SUPPORT FACILITIES**

- A. The type of temporary support facilities required include, but not by way of limitation, field offices, storage sheds, fabrications sheds, sanitary facilities, drinking water, first aid facilities, bulletin board, private and public telephones, clocks, thermometer, clean-up facilities, waste disposal service, rodent/pest control and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's personnel. Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of this project, only when and in manner authorized by Owner and, if not otherwise indicated, immediately before time of Substantial Completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.
- B. Field Office: Provide adequate office space for field office personnel plus one (1) spare work station for incidental use by subcontractor's personnel, suitably finished, furnished, equipped and conditioned. Provide shelf space adequate for storage of approved samples. Provide fax machine.
- C. Sanitary Facilities: Provide self-contained toilet units of type acceptable to governing authorities, adequate (at all stages of construction) for use of personnel at project site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site.
- D. Drinking Water: Provide dispenser-type, electrical-power-cooled drinking water units; either piped with potable water or supplied with bottled water; adequate in number and locations for personnel at project site.

END OF SECTION 01 50 00



**DIVISION 01 - GENERAL REQUIREMENTS**  
**SECTION 01 56 00 - TEMPORARY BARRIERS**  
**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Scope - Construct and maintain substantial barricades and fences as shall be required for the protection of all pedestrian areas, vehicle parking areas and driveways, which may be impacted by the scope of construction. Protect existing trees and plant material.
- B. Provide safety precautions and warnings in accordance with Section 00710, General Conditions, Article 10.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Orange security mesh or approved equal with posts.
- B. Scaffold with plywood above where required to protect building entrances from work being conducted on exterior wall above. Coordinate and secure approval from Owner one week in advance of installing protective scaffolding at entrances.

**PART 3 - EXECUTION**

**3.01 INSTALLATION AND WORKMANSHIP**

- A. Schedule and perform all work to interfere as little as possible with vehicular traffic flow. Poor planning and gross inconsideration of vehicular traffic flow will be just cause for the Owner to stop the contractor's work until the unsatisfactory conditions have been corrected.
- B. Coordinate with Owner placement and schedule for installing barricades and fences where placement of devices will alter normal operations of building.
- C. Any damage done to the existing structure due to erection, maintenance or removal of the barricades shall be repaired to maintain occupancy of the existing building.
- D. All work under this heading shall be done by competent workmen and adequately supervised.
- E. Remove all barriers at the completion of the work and clean up area to leave it in a clean, neat, orderly condition.

END OF SECTION 01 56 00



**DIVISION 01 - GENERAL REQUIREMENTS**  
**SECTION 01 73 29 - CUTTING AND PATCHING**  
**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Division 00 - Procurement and Contracting Requirements, Contract Forms and Conditions of the Contract, and Division 01 - General Requirements sections apply to work of this section.

**1.02 DESCRIPTION OF WORK**

- A. Work included in this Section establishes general requirements pertaining to cutting (including excavating), fitting and patching of work required to:
  - 1. Make the several parts fit properly.
  - 2. Uncover work to provide for installation, inspection, or both of ill-timed work.
  - 3. Remove and replace work not conforming to requirements of the Contract Documents.
  - 4. Remove and replace defective work.
- B. Do not cut or alter work performed under separate contract without the Architect's written permission.

**1.03 SUBMITTALS**

- A. Where prior approval of cutting-and-patching is required, submit proposal well in advance of time work will be performed, and request approval to proceed. Include description of why cutting-and-patching cannot (reasonably) be avoided, how it will be performed, how structural elements (if any) will be reinforced, products to be used, firms and tradesmen to perform the work, approximate dates of the work, and anticipated results in terms of variations from the work as originally completed (structural, operational, visual and other qualities of significance). Where applicable, include cost proposal, suggested alternatives to the cutting-and-patching procedure proposed, and a description of the circumstances which lead to the need for cutting-and-patching.
- B. Approval by Architect to proceed with proposed cutting-and-patching does not waive the right to later required complete removal and replacement of work found to be cut-and-patched in an unsatisfactory manner.

**1.04 QUALITY ASSURANCE**

- A. Requirements for Structural Work:
  - 1. General - do not cut-and-patch structural work in a manner resulting in a reduction of load carrying capacity or load/deflection ratio.
- B. Prior to cutting-and-patching the following categories of work, obtain the Architect's approval to proceed with cutting-and-patching as proposed in the submittal by the Contractor:
  - 1. Structural steel.
  - 2. Miscellaneous structural metals, including lintels, equipment supports, stair systems, and similar categories of work.

- C. Operational and Safety Limitations:
  - 1. General - do not cut-and-patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.
  
- D. Appearance Requirements:
  - 1. General - do not cut-and-patch work which is observable on the exterior or exposed in occupied spaces of the building, in a manner resulting in a reduction of visual qualities or both as judged solely by the Architect. Remove and replace work judged by the Architect to be cut-and-patched in a visually unsatisfactory manner.
  
  - 2. Engage the original Installer/Fabricator to perform cutting-and-patching of the following categories of exposed work, or where original Installer/Fabricator is not available (e.g., for work of a prior time), engage recognized expert entities to perform cut-and-patch work:
    - a. Masonry
    - b. Roofing
    - c. Storefront
    - d. Others as required

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. For replacement of work to be removed, use materials which comply with the pertinent sections of these specifications.

## **PART 3 - EXECUTION**

### **3.01 CONDITIONS**

- A. Discrepancies - if uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
  - 1. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved. Proceeding without Architect's approval and/or direction will be done so at Contractor's risk.
  
- B. Preparation - temporary support shall be provided for work to be cut in order to prevent failure.
  - 1. Provide adequate protection of other work during cutting-and-patching, to prevent damage and provide protection of the work from adverse weather exposure.
  
- C. Cutting-and-patching - employ skilled tradesman to perform cutting-and-patching. Except as otherwise indicated or approved by the Architect, proceed with cutting-and-patching at the earliest feasible time, in each instance, and perform the work promptly.
  - 1. Cut work by methods least likely to damage work to be retained and work adjoining. Review proposed procedure with original Installer where possible, and comply with his recommendations.

2. In general, where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work.
3. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
4. Where feasible, inspect and test patched areas to demonstrate integrity of work.
5. Restore exposed finishes of patched areas and where necessary, extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.

END OF SECTION 01 73 29



**DIVISION 01 - GENERAL REQUIREMENTS**  
**SECTION 01 74 00 - CLEANING**  
**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division 01 Specifications apply to work of this section.

**1.02 GENERAL**

- A. Execute cleaning, during progress of the work, and at completion of the work, as required by General Conditions.
- B. Related Requirements in Other Parts of the Project Manual:
  - 1. Conditions of the Contract.
- C. Related Requirements Specified in Other Sections:
  - 1. Section 01 11 00 - Summary of Work
  - 2. Exterior and concrete cleaning
- D. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

**PART 2 - PRODUCTS**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**PART 3 - EXECUTION**

- A. Execute daily cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- B. Provide on site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose at a legal disposal area away from the site.
- D. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.
- E. Employ skilled cleaning personnel for final cleaning.

- F. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed exterior surfaces.
- G. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- H. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight exposed exterior surfaces, and all work areas, to verify that the entire work is clean.

END OF SECTION 01 74 00

**DIVISION 01 - GENERAL REQUIREMENTS**  
**SECTION 01 77 00 - CONTRACT CLOSEOUT PROCEDURES**  
**PART 1 - GENERAL**

**1.01 SUBSTANTIAL COMPLETION**

- A. When the Contractor considers the work to be substantially complete he shall submit the following to the Architect.
1. Written notice that the Work is sufficiently complete for the Owner to occupy the Work for the use for which it is intended.
  2. A list of items to be completed or corrected and dates scheduled for completion or correction of each item.

The project will be considered to be substantially complete when Substantial Completion Certificates have been issued for each of the sum of the parts as outlined in the Summary of The Work, Section 01 11 00.

- B. Within a reasonable time after receipt of such notice, the Architect will schedule a date with the Owner's Representatives, the Architect, and his consultants who will make an inspection to determine the status of completion.
- C. Should the Architect determine that the Work is not substantially complete he will promptly notify the Contractor in writing, stating the reasons. The Contractor shall remedy the deficiencies in the Work, and send a second written notice of Substantial Completion to the Architect. The Architect will notify the Owner and reinspect the work.
- D. When the Architect concurs that the work is substantially complete, he will prepare a Certificate of Substantial Completion on AIA Document G704 accompanied by the Contractor's list of items to be completed or corrected as verified and amended by the Architect. The Architect will submit all accounting of any liquidated damages due to the project. The Architect will submit the Certificate to the Contractor and Owner for their written acceptance.

**1.02 FINAL COMPLETION**

- A. When the Contractor determines the work is complete he shall submit written certification that:
1. Contract Documents have been reviewed.
  2. The work has been inspected by a qualified person authorized by the Contractor for compliance with Contract Documents.
  3. The work has been completed in accordance with the Contract Documents.
  4. The work is completed and ready for final inspection.
- B. Within a reasonable time after receipt of the certification, the Architect will schedule a date with the Owner, the Architect, and his consultants who will make an inspection to verify completion.
- C. Should the Architect consider the work incomplete or defective, he will promptly notify the Contractor in writing listing incomplete or defective work. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification that the work is complete. The Architect will notify the Owner and reinspect the work.
- D. When the Architect finds the work acceptable under the Contract Documents he shall request the Contractor to make the closeout submittals.

### **1.03 REINSPECTION FEE**

- A. Should the Architect perform reinspection due to failure of the work to comply with the claims of status of completion made by the Contractor:
  - 1. Contractor will compensate Architect for time related to such additional services.
  - 2. Owner will deduct the amount of such compensation from the final payment due the Contractor.

### **1.04 GUARANTEE/WARRANTY**

- A. Deliver guarantees and warranties from the subcontractors and suppliers to Owner before final payment.
- B. Guarantees and warranties from subcontractors and suppliers do not relieve Contractor of responsibility as set forth in Contract Documents.
- C. Contractor warrants, by acceptance of final payment, that work performed and materials used for this work are as specified or as authorized by Change Orders. Contractor further warrants that items of workmanship not covered by specific requirements or mentioned by name are of good quality, comparable to similar work as specified.
- D. Contractor does hereby warrant and/or guarantee the following for a period of one year (unless a longer time is specifically specified) from the date of completion as evidenced by the date on the Certificate of Substantial Completion.
  - 1. All sub-contract work shall remain in perfect working order.
  - 2. Nothing in the above intends or implies that this guarantee shall apply to work that has been abused or neglected by the Owner, or his successor in interest.

### **1.05 CONTRACTOR'S CLOSEOUT SUBMITTAL TO ARCHITECT**

- A. The closeout submittal shall be complete and submitted to the Architect as a single package.
  - 1. Project data as required by Section 01 78 00.
  - 2. Two (2) copies of Consent of Surety Company to Final Payment, AIA Document G707 to release retainage and pay Contractor in full.
  - 3. Two (2) copies of the Certificate of Substantial Completion, AIA Document G704.
  - 4. Two (2) copies of the Contractor's Affidavit of Release of Liens, AIA Document G706A.

### **1.06 FINAL APPLICATION FOR PAYMENT**

- A. The Contractor shall submit to the Architect the Final Application for payment accompanied by a statement of accounting. The statement shall reflect all adjustments to the Contract Sum.
  - 1. The Original Contract Sum
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders
    - b. Allowances
    - c. Unit Prices
    - d. Deductions for non-conforming work
    - e. Deductions for liquidated damages
    - f. Deductions for reinspection payments
    - g. Other adjustments
  - 3. Total Contract Sum as adjusted

4. Previous Payments
  5. Sum Remaining Due
- B. When the Architect has determined that the closeout submittal is complete and correct and has received the final application for payment with the statement of accounting he will prepare a Change Order reflecting the approved adjustments to the Contract Sum which were not previously made by the Change Orders.
- C. The Architect will submit to the Owner the Consent of Surety, Contractor's Affidavit of Release of Liens, Final Application for Payment with the Statement of Accounting, and signed Change Order - if required - and other documents related to fiscal provisions with a cover letter from the Architect to certify that, to the best of his knowledge, completion of the project is in compliance with the Contract Documents and the balance shown is due and payable.

## **PART 2 - MATERIALS**

2.01 As required in paragraphs 3.01 and 3.02

## **PART 3 - EXECUTION**

### **3.01 DAMAGE**

- A. Any damage done to the existing grounds and/or facilities incident to construction work under this Contract shall be repaired or replaced by the Contractor with like new materials as soon as possible in a manner satisfactory to the Architect and Owner.

### **3.02 CLEAN-UP**

- A. Provisions for cleaning up are covered in Section 01 74 00 Cleaning and the General Conditions.

END OF SECTION 01 77 00



**DIVISION 02 - EXISTING CONDITIONS**  
**SECTION 02 41 00 - SELECTIVE DEMOLITION**  
**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Division 00 - Procurement and Contracting Requirements, Contract Forms and Conditions of the Contract, and Division 01 - General Requirements sections apply to work of this section.
- B. Refer to Section 01 23 00 - Alternates

**1.02 DESCRIPTION OF WORK**

- A. The work includes the partial demolition of handrail, aluminum outriggers, and other existing attachments as noted in Contract Documents.
- B. Work Not Included: This section does not include removal or disturbance of any asbestos containing building materials (ACBM). Should ACBM be encountered, contractor shall immediately notify the Architect and await further instruction.

**1.03 QUALITY ASSURANCE**

- A. Requirements of Regulatory Agencies:
  - 1. Contractor shall conform to all applicable laws, codes, ordinances, etc. in effect concerning demolition procedures and haul routes to an approved landfill location.
  - 2. Furnish demolition permit as required by Code Enforcement.

**1.04 PROJECT/SITE CONDITIONS**

- A. Care shall be taken to avoid encroachment and/or damage to adjacent properties.
- B. Use all means necessary to protect existing objects designated to remain. In the event of damage, immediately make all repairs and/or replacements necessary to the satisfaction of the Architect/Engineer at no additional cost to the Owner.
- C. Use all means necessary to prevent the spread of dust during performance of the work covered within this section.
- D. Protect existing roof areas to remain by appropriate means necessary. This may require the use of plywood panels to be located on the roof surface below the area of work to protect the roof membrane from construction activities. Any equipment to be placed over the existing structure shall require calculations signed and sealed by an engineer registered in the State of Tennessee to be submitted to the Architect for approval. Contractor shall be responsible for repairing any damage caused by construction activities.

**1.05 PROCEDURES/COMPLETION**

- A. Before work begins the Contractor shall verify that all utilities that may interfere with his work have been disconnected, capped off and/or relocated and reconnected.

**1.06 SEQUENCE**

- A. Sequence of work shall proceed in an orderly fashion. No "gaps" in the sequence of operations will be permitted.

**PART 2 - PRODUCTS**

NONE

**PART 3 - EXECUTION**

**3.01 PREPARATION/BARRICADES**

- A. Barricades as required for safety and security shall be constructed by the Contractor.
- B. The Contractor will be responsible for blocking area off from vehicle and pedestrian traffic as required and maintaining barricades for the length of the project.

**3.02 DEMOLITION**

- A. Demolish structures in a careful and orderly manner in accordance with the requirements of applicable authorities having jurisdiction. Protect existing areas to remain. Protect trees. Trees will be surveyed before and after job for damage.
- B. Remove all rubble, demolished materials, etc. from the site immediately to an approved landfill location. Burning of materials on site is not permitted, unless specified otherwise on the Construction Documents.

END OF SECTION 02 41 00

**DIVISION 03 - CONCRETE**  
**SECTION 03 01 08 - CONCRETE RESTORATION**  
**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Cutting and chipping.
- B. Repairing of cracks, spalls, etc.
- C. Restoration work.

**1.02 MEASUREMENT AND PAYMENT**

- A. Measurement: Repair and restoration of existing concrete work will be measured for payment by the units as listed in the Contract Documents and Bid Schedule and Bid Form, acceptably performed and completed.
- B. Payment: Repair and restoration of existing concrete work will be paid for at the indicated Contract unit-price as indicated in the Bid Schedule of the Bid Form.

**1.03 RELATED SECTIONS**

- A. Coordinate the Work of this Section with the Work of other Sections specifying remedial work, corrective measures, and restoration work, including Section 02 41 10 - Selective Demolition.

**1.04 REFERENCES**

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortar
  - 2. ASTM C293 Standard Test Method for Flexural Strength of Concrete
  - 3. ASTM C348 Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars
  - 4. ASTM C496 Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens
  - 5. ASTM C666 Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
  - 6. ASTM C881 Specification for Epoxy-Resin-Base Bonding System for Concrete
  - 7. ASTM C882 Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete by Slant Shear

**1.05 REGULATORY REQUIREMENTS**

- A. In addition to the foregoing referenced standards, the regulatory requirements which govern the work of this Section include the following code requirements:
  - 1. California Code of Regulations (CCR), Title 24, Part 2, California Building Code, Chapter 34, "Existing Structures."

## **1.06 DESCRIPTION**

- A. The building involved in this work will be in continuous operation during the construction period. This will require that the Contractor plan the Work carefully to work around unavoidable obstacles in the prosecution of the Work. It will require further that the Contractor complete some new construction facilities required in the renovation work before proceeding with the concrete restoration work.
- B. Provide such additional temporary facilities as may be required to facilitate continuous, unobstructed station or building operations during transitional construction work.

## **1.07 QUALITY ASSURANCE**

- A. Repair and restoration of existing concrete surfaces shall be performed by a skilled and experienced subcontractor specializing in the restoration of concrete with at least five years experience in the type of work involved.
- B. Repair and restoration of existing concrete work shall achieve security, strength, and weather protection, as applicable and required, and shall preserve the integrity and continuity of fire-rated assemblies.
- C. Repair and restoration of existing concrete work shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is a dispute as to whether or not duplication is successful or has been achieved to a reasonable degree, the Engineer's judgment shall be final.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS, EQUIPMENT, AND FACILITIES**

- A. Requirements: Provide all materials, equipment, tools, appurtenances, facilities, and services as required for performing and completing all repair and restoration of existing concrete as indicated. Refer to Detail B2, Sheet S1.1 for products (or as equal) to use in the concrete repair process. Materials listed for use in repair include;
  - Bonding Agent - Skiaarmatec 110 Epocem, or equal
  - Patch Material – Sikatop 123 Plus, or equal
  - Coating Material – Sikagard 550W, Elastocolor, or equal
- B. Equipment, Tools, and Materials: Provide appropriate and proper equipment, tools, and materials for the chipping and air-pressure cleaning of cracks in concrete, for pressure injection grouting of cracks in concrete, for sandblasting or water-blasting of concrete surfaces, and for hose cleaning of concrete.
- C. Cleaning Agent: Mild solution of hydrochloric acid or muriatic acid, for washing of stubborn stains on concrete.

## **PART 3 - EXECUTION**

### **3.01 REQUIREMENTS**

- A. Perform cutting, chipping, patching/restoring work, and cleaning in a manner to prevent damage to other work, and as required to return exterior building surfaces to essentially their original condition and configuration.
- B. Do not cut or alter structural members when not indicated without prior approval of the Engineer.
- C. Finish or refinish as required to match adjacent finishes.

### **3.02 CUTTING AND CHIPPING**

- A. Cutting and chipping work shall be neatly and accurately performed with proper tools and equipment. Cuts shall be of minimum size required for the work. Check the locations carefully of existing concrete reinforcement before cutting or chipping.
- B. Pachometer readings shall be taken by the Contractor's employed testing laboratory to locate reinforcing steel in existing concrete to be cut or chipped.
- C. Existing work to remain shall be properly protected to prevent damage from cutting and chipping operations.

### **3.03 RESTORATION WORK**

- A. Preparation of Existing Surfaces: Where concrete is cracked or spalled, cut or chip out to solid surface. Use power wire brush and high pressure air to clean concrete of dirt, dust, and loose particles. Clean exposed reinforcing bars with power wire brushing to remove all visible corrosion.
- B. Repairing of Concrete:
  - 1. Repairing and patching of existing concrete work shall be expertly performed with specified materials. At completion, patched surfaces shall match adjacent existing surfaces as closely as possible.
  - 2. Concrete repair materials shall be applied or installed where indicated, or where otherwise required, in accordance with the manufacturer's instructions and recommendations.
  - 3. Where necessary to build out cut, spalled, or chipped concrete surfaces, mix concrete repair materials and apply in layers as required to fill out or build up surfaces. Float, trowel, or texture surfaces to match adjacent existing surfaces.

### **3.04 CLEANING**

- A. Where existing concrete surfaces are indicated to be cleaned or washed to remove dirt, dust, and stains, such surfaces shall be washed clean to an even and uniform effect, free of stains and blemishes. Include adjacent cornices, ledges, and masonry ornaments. Method of cleaning (e.g. high-pressure water, steam cleaning, or diluted acid cleaning) is subject to approval by the Engineer.
- B. All adjacent glass areas shall be cleaned after washing of concrete surfaces.
- C. Replace any glass damaged by the cleaning operations.

END OF SECTION 03 01 08

**DIVISION 04 - MASONRY**  
**SECTION 04 01 40 - STONE CLEANING**  
**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Materials and methods for restoration cleaning of existing exterior concrete surfaces and limestone panels by use of chemical masonry cleaners.

**1.02 RELATED SECTIONS**

- A. Section 01 74 00 – Cleaning

**1.03 PERFORMANCE**

- A. Perform cleaning of existing exterior concrete and limestone panel surfaces to remove staining and discoloration due to deposits resulting from atmospheric conditions, adjacent material residues and other conditions of exposure.

**1.04 SUBMITTALS**

- A. Provide submittals in accordance with Section 01 30 00 – Administrative Requirements.
- B. Submit manufacturer's product data sheets, including manufacturer's printed instructions for evaluating conditions and procedures for cleaning of existing precast concrete surfaces.

**1.05 QUALITY ASSURANCE**

- A. Obtain materials from a single manufacturer which has been engaged in manufacturing exterior concrete and limestone cleaning products for a minimum of five years.
- B. Contractor shall have a minimum of five years experience in performing concrete / limestone restoration cleaning.
- C. Apply product to test cleaning mock-up panels to determine the effectiveness of the cleaning products and procedures as well as desired results. Do not begin full scale application until test panels are inspected and approved. Maintain test panels for the duration of the cleaning work.
- D. Retain and protect approved test panel/s for the duration of the restoration cleaning work, as a standard for judging the cleaning process.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to project site in original packages with seals unbroken, labeled with manufacturer's name, product and directions for both use and storage.
- B. Store in a cool dry place away from all other chemicals and potential sources of contamination.
- C. Keep container tightly closed when not in use.

## **1.07 WASTE MANAGEMENT AND DISPOSAL**

- A. Separate, recycle or reclaim waste materials in accordance with the manufacturer's recommendations.
- B. Federal, state and local authorities regulate disposal of waste. To be compliant with these agencies, contact the proper local authorities for regulations regarding proper waste disposal methods in the area.

## **1.08 PROJECT CONDITIONS**

- A. Use products as recommended by the manufacturer and further defined by project testing. If conditions vary from project testing conditions, notify architect and do not proceed with work until instructed by the architect.
- B. Be aware when cleaning masonry surfaces and the conditions are outside the manufacturer's requirements which include:
  - 1. Temperatures below freezing or will be overnight. Allow adequate time for masonry to thaw if freezing conditions exist before application. Best cleaning results are when air and surface temperatures are 40°F or above.
  - 2. Temperatures exceeding 90°F, flash cool the surface by pre-wetting not soaking with water before applying product.
  - 3. Do not allow product to dry on the surface always rinse while wet.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

Specifier notes: Section includes the recommended product/s and general application guidelines. Refer to the approved manufacturer's product data & specification sheets for details before committing to a project. Basis of design is OneRestore by EaCo Chem. Other products equal to the basis of design may be used if verification of equality can be provided.

- A. OneRestore by EaCo Chem, Inc. or an approved equal.
- B. Provide chemical cleaning material with the following properties:
  - 1. Product shall not harm concrete and masonry surfaces.
  - 2. Product shall not harm non-masonry surfaces that it may come into contact with.
  - 3. Product shall not be determined to be hazardous to humans or animal life under external exposure conditions.
  - 4. Product shall not require hazardous labeling or placards for shipping.
  - 5. Products shall not emit noxious or hazardous odors or fumes.
  - 6. Product shall possess properties that will allow it to be disposed of in a sanitary sewer system.

### **2.02 MANUFACTURERS**

- A. Precast concrete restoration cleaner Basis of Design - EaCo Chem Inc. 765 Commerce Ave, New Castle PA 16101 – Phone: 800-313-8505, Fax: 724-656-0757 – info@eacochem.com – www.eacochem.com

## **2.03 EQUIPMENT**

- A. Provide spray equipment, pressure rinsing equipment required by the manufacturer and/or buckets, brushes, scrapers, rubbing stones when necessary, to produce the results attained in the approved test panel.

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. Examine substrates, areas, and conditions under which concrete restoration cleaning will be performed, for compliance with manufacturer's and project requirements in order to achieve the approved results.
- B. Verify that surfaces and conditions are suitable prior to commencing work of this section.
- C. Do not proceed with the work until unsatisfactory conditions have been corrected.
- D. Always test prior to beginning full-scale cleaning operations. Testing should confirm cleaning effectiveness on each type of surface and stain designated to be cleaned. Testing also determines the desired dwell time and any potential or adverse reactions with adjacent materials. Allow test panels to dry thoroughly before evaluating final appearance and results.
- E. Excessively high or low temperatures will produce poor results and possible harm. Best cleaning results are obtained when air and surface temperatures are 40° Fahrenheit or above. Do not clean when temperatures are below freezing or will be overnight. If freezing conditions exist, allow adequate time for surface to thaw. If air temperatures exceed 90° Fahrenheit, flash cool the surface with water before applying product. Do not allow products to dry on the surface. Always rinse thoroughly while still wet.

### **3.02 PREPARATION**

- A. Protect adjacent and surrounding surfaces from exposure to the cleaning solution when necessary.

### **3.03 PROTECTION**

- A. Avoid direct contact with building occupants, pedestrians, vehicles and foliage. Cover landscaping using plastic or wet the foliage with water before and after the cleaning process.
- B. Avoid wind drifting of spray of chemical cleaning products, residues and rinse water.

### **3.04 APPLICATION**

- A. Strictly use products in accordance with manufacturer's instructions, recommendations, product data specifications and container label instructions.
- B. Use product/s in accordance with procedures determined in achieving the approved test panels.

- C. Clean all surfaces of staining using materials specified, so that resulting surfaces have a uniform appearance.

**3.05 FINAL CLEANING**

- A. Clean site of all unused chemical cleaning products, residues, rinse water, wastes and cleaning effluents in accordance with environmental regulations.
- B. Remove and dispose of all materials used to protect surrounding areas and non-masonry surfaces following completion of the work of this section.

**END OF SECTION 04 01 40**

**DIVISION 05 - METALS**  
**SECTION 05 05 23 – FASTENERS AND ANCHORS**  
**PART 1 - GENERAL**

**1.01 SCOPE OF WORK**

- A. Provide all the material, tools, equipment and labor required to perform the Work herein specified and depicted on the Drawings.
- B. Section Includes:
  - 1. Anchors bolts, bolts, screws and nails used as anchors or fasteners in structural or non-structural applications but used primarily to secure, anchor or fasten architectural elements to themselves or other building components.
  - 2. Adhesive, chemical or capsule anchors are hereby defined as anchors that rely on a strong chemical bond between the substrate and an adhesive that is either injected into a prepared hole or is part of a capsule system of installation.
  - 3. Fasteners or anchors used in structural connections within a structural framework or as part of a structural steel system are specified elsewhere.

**1.02 QUALITY ASSURANCE**

- A. Comply with the pertinent provision of Division 0 and Division 1.

**1.03 SUBMITTALS**

- A. Comply with the pertinent provisions of Section 01 30 00.
- B. With due regard for the construction schedule and the time specified for the Architect's review and action, submit Product Data on all anchors and anchoring systems to be used in the Work.
- C. If specific pull-put loads or allowable shear stresses are specified within the text of other Sections contained in this Project Manual, submit test results or other written and verifiable proof of compliance with the specified requirements.

**1.04 PRODUCT HANDLING:**

- A. Comply with the pertinent provisions of Division 01.

**PART 2 - PRODUCTS**

**2.01 APPROVED MANUFACTURERS**

- A. The following manufacturers approved for use in the Work:
  - 1. Mechanical Fasteners and Anchors:
    - a) Hilti
    - b) Powers Fasteners
    - c) Simpson Strong-Tie Anchor Systems
    - d) ITW Redhead
    - e) UCAN Fastening Products
    - f) Tapcon

- B. Subject to the requirements herein specified and the pertinent provisions of Division 01, products as manufactured by other nationally recognized companies will be considered for use in the Work.

## **2.02 MATERIALS**

- A. Steel:
  - 1. ASTM A36
  - 2. ASTM A449
- B. Aluminum:
  - 1. ASTM B221 6061-T6 or 5056
  - 2. ASTM A209 5005 or 1100

## **2.03 MANDATORY SPECIFICATIONS**

- A. Anchor Bolts:
  - 1. In Non-Structural Connections: ASTM A307, Grade A or ASTM A325, Type 1 with ASTM A563 hex heads
  - 2. In Structural Connections: ASTM A325 or ASTM A449
- B. Washers:
  - 1. Plain Washers: Round, carbon steel and galvanized or zinc coated, complying with ASME B18.22.1 or ASME B18.22M
  - 2. Lock Washers: Helical, spring-type, carbon steel and galvanized or zinc coated complying with ASME B18.21.1 or ASME B18.21.2M
- C. Fastener Finish:
  - 1. Embedded in Concrete: Hot-dip galvanize in accordance with ASTM A153, Class B2 with not less than 1.80 ounces of zinc coating per square foot of surface area.
  - 2. Built Into Exterior Walls: Zinc-plated fasteners with coating complying with ASTM B33

## **PART 3 - EXECUTION**

### **3.01 ENVIRONMENTAL LIMITATIONS**

- A. Comply with the pertinent provision of Division 0 and Division 1.
- B. Strictly observe the manufacturer's published requirements regarding temperature ranges and relative humidity during the installation of all chemical or adhesive anchors.

### **3.02 INSTALLATION**

- A. Responsibility:
  - 1. If the fastener or anchor required for a specific task is not depicted on the Drawings or specified in other pertinent Sections contained in this Project Manual, it shall be the responsibility of the Contractor, pertinent Subcontractor or installer to provide the appropriate anchor.
  - 2. Do not:
    - a. Use fasteners or anchors designed for solid substrates in hollow walls;

- b. Use fasteners or anchors that obviously do not have the appropriate diameter or load carrying capacity;
  - c. Use fasteners or anchors fabricated from an inappropriate material or that have an inappropriate finish.
3. Fasteners that have obviously been used incorrectly will be immediately rejected.

B. General:

- 1. Use templates or jigs as required to accurately locate bolts.
- 2. Drill holes with rotary impact hammer drills using carbide-tipped bits and core drills using diamond core bits, as required by the conditions of installation.
- 3. Use drill bits with diameter as recommended by the anchor manufacturer for the diameter of anchor being used.
- 4. Unless otherwise shown on the Drawings, drill all holes perpendicular to the concrete or concrete masonry surface.
  - a. Where anchors are to be installed in cored holes, use core bits with matched tolerances as specified by the manufacturer.
  - b. Embedded Items:
    - 1) Identify the position of reinforcing steel and other embedded items prior to drilling holes for anchors.
    - 2) Exercise care in coring or drilling to avoid damaging existing reinforcing or embedded items.
    - 3) Notify the Architect if reinforcing steel or other embedded items are encountered during drilling.
    - 4) Take precautions to avoid damaging pre-stressing tendons, electrical and telecommunications conduit and gas lines.
  - c. Unless otherwise specified, do not drill holes in concrete or concrete or brick masonry until the concrete, mortar or grout have achieved full design strength.

C. Cartridge Injection Adhesive Anchors:

- 1. Clean all holes per manufacturer instructions to remove loose material and drilling dust prior to installation of adhesive.
- 2. Inject adhesive into holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
- 3. Follow manufacturer recommendations to ensure proper mixing of adhesive components.
- 4. Sufficient adhesive shall be injected in the hole to ensure that the annular gap is filled to the surface.
- 5. Remove excess adhesive from the surface.
- 6. Shim anchors with suitable device to center the anchor in the hole. Do not disturb or load anchors before manufacturer specified cure time has elapsed.

END OF SECTION 05 05 23



**DIVISION 05 - METALS**  
**SECTION 05 50 00 - METAL FABRICATIONS**  
**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. This Section includes furnishing materials and installation of metal fabrications and miscellaneous aluminum and iron work as indicated on the Drawings and/or specified herein.
- B. Related Work: The following items of related work are specified in other Sections.

**1.02 QUALITY ASSURANCE**

- A. Reference Standards:
  - 1. ASTM A36/A36M, ASTM A572/572M, ASTM A449, or ASTM F1554, anchor rods, threaded rods, and anchor bolts
  - 2. ASTM A307, ASTM A325, ASTM A490, Bolts
  - 3. ASTM A194/A, ASTM A563, Nuts
  - 4. ASTM F436, Hardended Steel Washers
  - 5. ASTM A36, Plate, Shapes and Bars or ASTM A572, Grade 50 as indicated on the plans.
  - 6. ASTM A500, Grade B: Steel Tubing
  - 7. AWS-D1.1: Structural Welding Code
  - 8. Primer - Zinc Chromate Alkyd FS TT-P-645
  - 9. ASTM A53, Steel Pipe - Type or Types Grade A
  - 10. Pre-Galvanized Steel Strut assemblies - ASTM A653 GR 33 - and accessories

**1.03 SUBMITTALS**

- A. Shop Drawings, data and samples shall be submitted in accordance with Section 01 30 00. No reproduction of Contract Drawings for use as shop drawings will be permitted.
- B. Field measurements and proper material installation shall be verified by the Contractor.
- C. Submit shop drawings and erection drawings for perforated panels and panel support system elements.

**1.04 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Protection: Use all means necessary to protect materials of this Section before, during and after installation and to protect existing equipment, installed work and materials of other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.
- C. Delivery and Storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the Engineer.

## PART 2 – PRODUCTS

### 2.01 MATERIALS

- A. Aluminum Perforated Panels  
Panels shall be equal to McNichols as listed below;  
Item Number : 1738916341  
Product Line : Perforated  
Product Type : Round Hole  
Weight : 0.53 #/SF  
Class : Round Hole  
Trade Name : McNICHOLS®  
Major Material : Aluminum  
Minor Material : Type 3003-H14  
Gauge (Thickness) : .063  
Hole Size : 0.3750  
Hole Centers : 0.5625  
Hole Pattern : Staggered  
Surface Finish : Mill  
Percent Open Area : 40  
Width : 48.0000  
Length : 120.0000  
SKU Type : Sheet  
Margins Parallel to Width : Sheared Through  
End Pattern : None  
Margins Parallel to Length : Min Safe Both Sides  
Straight Rows Parallel To : Length  
HS Item Number : 1738916341
- B. Miscellaneous steel not otherwise specified, shall conform to the Standard Specifications of the ASTM A36, latest edition.
- C. Aluminum bars, rods, shapes and wire shall conform to the requirements of the Federal Specifications QQ-A-325.
- D. Galvanized steel pipe shall conform to the requirements of Federal Specifications WW-P-406, Type I, Class A, zinc-coated.
- E. Steel sheets and strips shall conform to the requirements of Federal Specifications QQ-S-636.
- F. All ferrous metals, except surface encased in concrete, shall be given one [1] shop coat, and all scratched, abraded or re-worked surfaces shall, before final painting, receive a coat of rust-inhibitive paint which meets the performance requirements of red lead mixed pigment, alkyd varnish, linseed oil paint FS TT-P-86, Type II; of red lead iron oxide, raw linseed oil, alkyd paint, Steel Structures Painting Council (SSPC) Paint 2-64; or basic lead silicon chromate base iron oxide, linseed oil, alkyd paint, FS TT-P-615, Type II.
- G. Stainless steel: ASTM A276, type 316.
- H. Pre-Galvanized steel strut shall be ASTM A653 GR 33 and accessories shall meet ASTM requirements of material as specified for each accessory per manufacturer's data.

## **PART 3 – EXECUTION**

### **3.01 INSPECTION**

- A. Examine the areas and conditions under which miscellaneous metal items are to be installed, and correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.
- B. Any member of Pre-Galvanized Steel Strut that is required to be field cut shall have the exposed steel remaining touched up with appropriate galvanizing paint per strut manufacturer's recommendation.

### **3.02 INSTALLATION**

- A. Fastening to in-place construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction including threaded fasteners for concrete inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.
- B. Cutting Fitting and Placement:
  - 1. Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications.
  - 2. Set work accurately in location, alignment and elevation, and make plumb level, true, and free from the rack measured from established lines and levels.
  - 3. Provide temporary bracing and anchors in formwork for items which are to be built into concrete or similar construction.
  - 4. Fit exposed connections accurately together to form tight hairline joints.
  - 5. Weld connections which are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.
  - 6. Grind exposed joints smooth, and touch up galvanized coating. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrications and are intended for bolted or screwed field connections.
- C. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections and abraded areas of galvanized coating and touch up as required per strut manufacturer's recommendations

END OF SECTION 05 50 00



**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**  
**SECTION 07 50 00 - NATURAL BRUSHED ALUMINUM COMPOSITE MATERIAL BUILDING PANELS**  
**Part 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
1. The extent of panel system work is indicated on the drawings and in these specifications.
  2. Panel system requirements include the following components:
    - a. Aluminum-faced composite panels with mounting system. Panel mounting system including anchorages, furring, fasteners, gaskets and sealants, related flashing adapters and masking for a complete installation.
    - b. Panel manufacturer recommends that system should include shop-installed aluminum stiffeners on all panels of 20 square feet or larger. Minimum stiffener recommendation is one per 20 square feet of panel area.
    - c. Parapet coping, column covers, soffits, sills, border and filler items may be indicated as integral components of the panels system or as designed.
    - d. All flashing metal required shall be provided by the panel manufacturer.
    - e. System to be fabricated and installed per local code requirements.
- B. Related Documents
1. Drawings and general provisions of the contract, including general and supplementary conditions, division 1 specification sections and technical specification divisions 2 through 16, apply to this section.
- C. Related Work Specified Elsewhere
1. Section 01 30 00: Administrative Requirements
  2. Section 05 50 00: Metal Fabrications
  3. Section 07 62 00: Sheet Metal Flashing and Trim
  4. Section 07 90 00: Sealants and Caulking

**1.02 QUALITY ASSURANCE**

- A. Composite panel manufacturer shall have a minimum of 15 years' architectural experience in the manufacture of this product and be located within the continental United States.
- B. It is recommended that fabrication and installation of composite panels shall be from a single source. If not single source, both panel fabricator and the installer must show proof of past successful collaboration.
- C. Fabricator shall be acceptable to composite panel manufacturer.
- D. Fabricator and Installer shall have a minimum 5 years' experience in architectural metal panel work similar in scope and size to this project.

- E. Coordinate fabrication schedule with construction progress as directed by the contractor to avoid delay of work.
- F. Shop drawings shall show the preferred joint details providing a watertight and structurally sound wall panel system that allows no uncontrolled water penetration, on the inside face of the panel system as determined by ASTM E331.
- G. Maximum deviation from vertical and horizontal alignment of erected panels: 6 mm (1/4") in 6 m (20') non-accumulative.
- H. Panel fabricator and installer shall assume undivided responsibility for all components of the exterior panel system. including but not limited to, attachment to sub-construction, panel-to-panel joinery, panel-to-dissimilar-material joinery and joint seal associated with the panel system.

### **1.03 REFERENCES**

- A. American Society for Testing and Materials
  - 1. E330: Structural Performance of Exterior Windows, Curtain Walls and Doors Under the Influence of Wind Loads.
  - 2. E283: Rate of Leakage Through Exterior Windows, Curtain Walls and Doors.
  - 3. D1781: Climbing Drum Peel Test for Adhesive Materials.
- B. American Architectural Manufacturers Association
  - 1. AAMA-620

### **1.04 SUBMITTALS**

- A. Submittals shall be in conformance with section 01 30 00 Administrative Requirements.
- B. Samples
  - 1. Panel Assembly: Two samples of each type of assembly, 304 mm (12") x 304 mm (12") minimum.
  - 2. Two samples of each color or finish selected, 76 mm (3") x 102 mm (4") minimum.
- C. Shop Drawings: Submit shop drawings showing project layout and elevations; fastening and anchoring methods; detail and location of joints, sealants and gaskets, including joints necessary to accommodate thermal movement; trim; flashing; and accessories.
- D. Manufacturer's literature shall certify that material meets specifications.
- E. Fabrication Tickets: Submit fabrication drawings showing location and type of aluminum-extruded stiffeners at typical panels and at corner panels, if required.

- F. Documents showing product compliance with the local building code shall be submitted prior to the bid. These documents may include evaluation reports, test reports, supporting document and drawings, and manufacturer's data. The architect must approve alternate material prior to bid date.

#### **1.05 WARRANTY**

- A. The fabricator and installer will warrant the wall system for a period of 1 year that the fabrication and installation workmanship will be free from defects.
- B. The aluminum composite material manufacturer shall warrant for a period of 10 years against Max 5 fade based on ASTM D2244 and Max 8 chalk based on ASTM D4212 and delamination of the paint finish.

#### **1.06 PACKAGING, SHIPPING AND HANDLING**

- A. Follow manufacturer's recommendations.
  - 1. Store material in accordance with panel manufacturer's recommendations.

### **PART 2 – PRODUCTS**

#### **2.01 PANELS**

- A. Composite Panels
  - 1. Basis of Design is Reynobond<sup>®</sup> Aluminum Composite Material (ACM) as manufactured by Alcoa Architectural Products,
  - 2. Other manufacturers are acceptable as long as their product meets the same criteria as Basis of Design product.
- B. Standard Polyethylene Core (PE) or Fire Resistant (FR). FR is only available in 4 mm. Panel Thickness  
RB160 (4 mm) = 0.157"
- C. Panel Weight  
RB160PE (4 mm) = 1.12 lbs/sft
- D. Product Performance
  - 1. Bond Integrity  
When tested for bond integrity, in accordance with ASTM D1781 (simulating resistance to panel delamination), there shall not be a) an adhesive failure of the bond between the core and the skin or b) cohesive failure of the core itself below the following values.
  - 2. Peel Strength (PE):  
178 N mm/mm (40 in lb./in.) as manufactured  
178 N mm/mm (40 in lb./in.) after 21 days soaking in water at 70°F  
Peel Strength (FR):  
100 N mm/mm (22.5 in lb./in.) as manufactured  
100 N mm/mm (22.5 in lb./in.) after 21 days soaking in water at 70°F
  - 3. Fire Performance  
ASTM E84 – Passed Class A

- E. Panel Finishes
  - 1. #4 Brushed Aluminum
  - 2. Color: Natural Brushed Aluminum with clear protective sealant that will not yellow under UV light exposure, and impedes the staining and corrosion consistent with anodized and bare aluminum surfaces.

## 2.02 PANEL FABRICATION

- A. Composition

ACM is comprised of two sheets of aluminum sandwiching a solid core of extruded thermoplastic material formed in a continuous process with no glues or adhesives between dissimilar materials. The core shall be free of voids and/or air spaces and not contain foamed insulation materials. The bond between the core and the skins shall be a chemical bond. Products laminated sheet by sheet in a batch process using glues or adhesives between materials shall not be acceptable.
- B. Aluminum Face Sheets
  - 1. Thickness: 0.020"
  - 2. Aluminum alloy shall be 3000 series or equivalent to.
- C. Tolerances
  - 1. Panel Bow: Shall not exceed 0.8% of panel overall dimension in width or length.
  - 2. Panel Dimensions: Field fabrication shall be allowed where necessary, but shall be kept to an absolute minimum. All fabrication shall be done under controlled shop conditions when possible. Panel dimensions shall be such that there will be an allowance for field adjustment and thermal movement.
  - 3. Panel Lines: Breaks and curves shall be sharp and true and surfaces free of warps or buckles.
  - 4. Flatness: Panels shall be visually flat.
  - 5. Panel Surfaces: Shall be free of scratches or marks caused during fabrication.
- D. System Characteristics
  - 1. Plans, elevations, details, characteristics and other requirements indicated are based upon standards by one manufacturer. It is intended that other manufacturers, receiving prior approval, may be acceptable, provided their details and characteristics comply with size and profile requirements, and material/performance standards.
  - 2. System must not generally have any visible fasteners, telegraphing or fastening on the panel faces or any other compromise of a neat and flat appearance.
  - 3. Fabricate panel system to dimension, size and profile indicated on the drawings based on a design temperature of 68°F (20°C).
  - 4. Fabricate panel system to avoid compressive skin stresses. The installation detailing shall be such that the panels remain flat regardless of temperature changes and at all times remain air- and watertight.
  - 5. The finish side of the panel shall have a removable protective film applied prior to fabrication, which shall remain on the panel during fabrication, shipping and erection to protect the surface from damage.

- E. System Type (*Select from the following*)
1. Rout-and-Return Dry System: Fabricator and installer must provide an engineered pressure relief system including extruded perimeter frame, drainage gutter, all extrusions, clips, fasteners, anchors, spacers, trim, flashings, gaskets, sealant, etc.
- F. System Performance
1. Composite panels shall be capable of withstanding building movements and weather exposures based on the following test standards required by the architect and/or local building codes:
    - a. Wind Load – If system tests are not available, under the direction of an independent third-party laboratory, mockups shall be constructed and tests performed to show compliance to the following minimum standards:
      - i. Panels shall be designed to withstand the design wind load based upon the local building code, but in no case less than 20 pounds per square foot (psf) and 30 psf on parapet and corner panels. Wind-load testing shall be conducted in accordance with ASTM E330 to obtain the following results.
      - ii. Normal to the plane of the wall between supports, deflection of the secured perimeter-framing members shall not exceed  $L/175$  or  $3/4"$ , whichever is less.
      - iii. Normal to the plane of the wall, the maximum panel deflection shall not exceed  $L/60$  of the full span.
      - iv. Maximum anchor deflection shall not exceed  $1/16"$ . At  $1\ 1/2$  times design pressure, permanent deflections of framing members shall not exceed  $L/100$  of span length and components shall not experience failure or gross permanent distortion at connection points of framing members to anchors. Permanent set shall not exceed  $1/16"$ .
    - b. Air/Water System Test – Without backup waterproof membrane. If system tests are not available, under the direction of an independent third-party laboratory, mockups shall be constructed and tests performed to show compliance to the following minimum standards:
    - c. Water Infiltration – Water infiltration is defined as uncontrolled water leakage through the exterior face of the assembly. Systems not using a construction sealant at the panel joints (i.e., Dry Systems) shall be designed to drain any water leakage occurring at the joints. No water infiltration shall occur in any system under a differential static pressure of 6.24 psf after 15 minutes of exposure in accordance with ASTM E331.

The above tests are on panel systems that do not include a waterproof membrane behind panels.

## 2.03 ACCESSORIES

- A. Extrusions, formed members, sheet and plate shall conform with ASTM B209 and the recommendations of the manufacturer.

- B. Panel stiffeners, if required, shall be structurally fastened or restrained at the ends and shall be secured to the rear face of the composite panel with silicone of sufficient size and strength to maintain panel flatness. Stiffener material and/or finish shall be compatible with the silicone.
- C. Sealants and gaskets within the panel system shall be as per manufacturer's standards to meet performance requirements.
- D. Fabricate flashing materials from 0.040" minimum thickness aluminum sheet provided by panel manufacturer to match the adjacent curtain wall/panel system where exposed. Post-painted spray-applied flashings are not acceptable. Provide a lap strap under the flashing at abutted conditions and seal lapped surfaces with a full bead of non-hardening sealant.
- E. Fasteners (concealed/non-corrosive): Fasteners as recommended by system fabricator and installer.

### **PART 3 – EXECUTION**

#### **3.01 INSPECTION**

- A. Surfaces to receive panels shall be even, smooth, sound, clean, dry and free from defects detrimental to work. Notify contractor in writing of conditions detrimental to proper and timely completion of the work. Do not proceed with erection until unsatisfactory conditions have been corrected.

#### **3.02 INSTALLATION**

- A. Erect panels plumb and level.
- B. Attachment system shall allow for the free vertical and horizontal thermal movement due to expansion and contraction for a material temperature range of -20°F (-29°C) to +180°F (+82°C). Buckling of panels, opening of joints, undue stress on fasteners, failure of sealants or any other detrimental effects due to thermal movement are not to be permitted. Fabrication, assembly and erection procedure shall account for the ambient temperature at the time of the respective operation.
- C. Panels shall be erected in accordance with an approved set of shop drawings.
- D. Anchor panels securely per engineering recommendations and in accordance with approved shop drawings to allow for necessary thermal movement and structural support.
- E. Conform to panel fabricator's instructions for installation of concealed fasteners.
- F. Do not install component parts that are observed to be defective, including warped, bowed, dented, scraped and broken members.

- G. Do not cut, trim, weld or scrape component parts during erection in a manner that would damage the finish, decrease strength or result in a visual imperfection or a failure in performance. Return component parts that require alteration to shop for refabrication, or for replacement with new parts.
- H. Separate dissimilar metals; use appropriate gaskets and fasteners to minimize corrosive or electrolytic action between metals.

**3.03 ADJUSTING AND CLEANING**

- A. Remove and replace panels damaged beyond repair as a direct result of panel installation. After installation, panel repair and replacement shall become the responsibility of the general contractor.
- B. Repair panels with minor damage.
- C. Remove masking film (if used) as soon as possible after installation. Masking intentionally left in place after panel installation on an elevation shall become the responsibility of the general contractor.
- D. Any additional protection, after installation, shall be the responsibility of the general contractor to remove.
- E. Make sure weep holes and drainage channels are unobstructed and free of dirt and sealants.
- F. Final cleaning shall not be part of the work of this section.

END OF SECTION 07 50 00



**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**  
**SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM**  
**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counter flashings.
- B. Work includes, though is not limited to, installation of aluminum metal flashing at the sill of windows, and aluminum trim piece at the window heads. Refer to details B3 and D3 on sheet A4.1.

**1.02 RELATED SECTIONS**

- A. Section 07 90 00 - Sealants and Caulking.

**1.03 REFERENCES**

- A. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels; 2002.
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels; 2005.
- C. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2005.
- D. ASTM B 32 - Standard Specification for Solder Metal; 2004.
- E. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2006.
- F. ASTM B 209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2006.
- G. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction; 2003.
- H. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2000 (Reapproved 2006).
- I. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2003.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

### **1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with min. of three years of documented experience.

### **1.06 PRE-INSTALLATION CONFERENCE**

- A. Convene one week before starting work of this section.

### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

## **PART 2 - PRODUCTS**

### **2.01 SHEET MATERIALS**

- A. Aluminum: ASTM B 209 (ASTM B 209M); 0.032 inch thick; mill finish.

### **2.02 ACCESSORIES**

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Slip Sheet: Rosin sized building paper.
- C. Primer: Zinc chromate type.
- D. Protective Backing Paint: Zinc molybdate alkyd.
- E. Sealant: Type 1 specified in Section 07 90 00.
- F. Plastic Cement: ASTM D 4586, Type I.

### **2.03 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify conditions at window sills where flashing is to be installed.

### **3.02 INSTALLATION**

- A. Insert flashings under window sill as noted on drawings..
- B. Secure flashings in place using double sized tape approved for use in this application.
- C. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

### **3.03 SCHEDULE**

- A. Flashings at window sills
- B. Aluminum trim pieces at window heads

END OF SECTION 07 62 00



**DIVISION 07 THERMAL AND MOISTURE PROTECTION**  
**SECTION 07 72 00 GUARD RAIL SYSTEM**  
**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Provide and install freestanding a roof edge protection system, including pipe railings, uprights, bases, counterweight and fittings where required on drawings.
- B. Refer to the following related specification sections  
Section 05 50 00 - Metal Fabrications: Associated metal supports.  
Section 01 23 00 - Alternates

**1.02 REFERENCES**

- A. American National Standards Institute (ANSI) - A21.1 Safety Requirements for Floor and Wall Openings, Railings and Toe Boards.
- B. American National Standards Institute (ANSI) - A58.1 Minimum Design Loads in Buildings and Other Structures.
- C. American National Standards Institute (ANSI) - A117.1 Accessible and Usable Buildings and Facilities.
- D. American Society of Testing and Materials (ASTM) A47 - Standard Specification for Ferrite Malleable Iron Castings.
- E. American Society of Testing and Materials (ASTM) A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- F. American Society of Testing and Materials (ASTM) A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- G. American Society of Testing and Materials (ASTM) A500 - Standard Specification for cold-formed welded and seamless carbon steel structural tubing.
- H. Occupational Safety & Health Administration (OSHA): 1910.23 - Guarding Floor and Wall Openings and Holes.

**1.03 SUBMITTALS**

- A. Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Shop Drawings: Indicate profiles, sizes, connections, size and type of fasteners and accessories.
  - 3. Field Measurements: Verify field measurements prior to assembly and/or ordering.  
Storage and handling requirements and recommendations.
  - 4. Installation Instruction.
- B. Shop Drawings: Drawings showing fabrication and installation of handrails and guardrails including plans, elevations, sections, details of components, anchor details, and attachment to adjoining units of work.

- C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

#### **1.04 QUALITY ASSURANCE**

- A. Railings Structural Requirements:
  - 1. Handrail, wall rail and guardrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds (90719 g) applied in any direction on the top rail.
  - 2. Infill area of guardrail system capable of withstanding a horizontal concentrated load of 200 pounds (90719 g) applied to one square foot (8165 g/sm) at any point in the system. Load not to act concurrently with loads on top rail of system in determining stress on guardrail.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Materials to be delivered to the job site in good condition and adequately protected against damage as handrails are a finished product.
- B. Store products in manufacturer's unopened packaging until ready for installation.

#### **1.06 PROJECT CONDITIONS**

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings.
  - 1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products to not delay fabrication, delivery and installation.
- C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Basis of Design: KeeGuard Contractor. Alternate manufacturers providing systems equal to the Basis of Design will be acceptable.

#### **2.02 SYSTEMS**

- A. Provide pipe or tubing, fittings, and accessories as indicated or required to match design indicated on the Drawings.
  - 1. Fittings: Cast iron.
  - 2. Handrail Tubing, schedule 40 galvanized pipes, to provide 42" uprights.

- B. Roof Edge Protection: Provide freestanding roof edge protection system, including pipe railings, uprights, bases, counterweights and fittings.
  - 1. Freestanding guardrail system with 42 inch (1067 mm) minimum height to provide a pedestrian egress barrier on the roof to withstand a minimum load of 200 lb (90719 g) in any direction to the top rail per OSHA Regulation 29 CFR 1910.23. No connections to roof allowed.
  - 2. Pipe: Steel, 1-1/2 inches (48 mm) schedule 40, galvanized.
  - 3. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.
  - 4. Rails and Posts: Galvanized Tube, 12 gauge, 1-1/2 inches 1.90 inches (38 mm) diameter.
  - 5. Mounting Bases: Steel bases are galvanized and are supplied with a rubber pad on underside of the component.
  - 6. Fasteners: stainless steel or galvanized.

### **2.03 MATERIALS**

- A. Pipe:
  - 1. Steel Pipe: Steel, 1-1/2 inches (38 mm) schedule 40, galvanized.
  - 2. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.
- B. Fittings, Including Elbows, Crossovers, Wall flanges, Tees, Couplings:
  - 1. Galvanized Malleable Cast Iron: Kee Klamp structural pipe fittings, ASTM A447 with ASTM A153 galvanizing.
- C. Finish: galvanized
- D. Fasteners: Type 304 or 305 stainless steel or galvanized.

### **2.04 FABRICATION**

- A. Fit and shop assemble components in largest practical sizes for delivery to site.
- B. Upright tops shall be plugged with weather and light resistant material.
- C. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- E. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Perform cutting, and fitting required for installation of handrails. Set handrails and

accurately in location, alignment, and elevation, measured from established lines and levels.

**3.03 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 07 72 00

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**  
**SECTION 07 90 00 - SEALANTS AND CAULKING**  
**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Division 00 - Procurement and Contracting Requirements, Contract Forms and Conditions of the Contract, and Division 01 - General Requirements sections apply to work of this section.

**1.02 DESCRIPTION OF WORK**

- A. Work included: This section specifies furnishing materials and installing of caulking and sealants at exterior joints at the head and sill of windows on floors two through four, and as required for the installation of the ACM metal panels, and as indicated on the Drawings, as specified herein and elsewhere as required to provide a positive barrier against passage of moisture and passage of air.
- B. Related Sections:
  - 1. Section 01 11 00 - Summary of Work
  - 2. Section 07 50 00 – ACM Metal Panels

**1.03 PERFORMANCE REQUIREMENTS**

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and watertight resistant continuous joint seals without staining or deteriorating joint substrates.

**1.04 REFERENCES**

- A. FS TT-S-00227E - Sealing Compound, Rubber Base, Two Component

**1.05 SUBMITTALS**

- A. Prior to the delivery of any caulking or sealant material to the job site, submit technical data, physical samples, and color charts to Architect for approval.
- B. Submit a detailed list of all locations where materials will be used, type of caulking or sealants which will be used at each location, and names of all manufacturers of compounds, primers, and fillers which will be used.
- C. Samples: Upon request of the Architect, submit samples of each sealant, each backing material, each primer, and each bond breaker proposed to be used.

**1.06 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

- B. Source Quality Control: Obtain each type of material through one source from a single manufacturer.

#### **1.07 PROJECT/SITE CONDITIONS**

- A. Do not proceed with installation of sealants and caulking under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by sealant and caulking manufacturer.
  - 2. When substrates are wet.
  - 3. When joint widths are less than those allowed by sealant and caulk manufacturer for applications indicated.
  - 4. Contaminants capable of interfering with adhesion have not yet been removed from substrates.

#### **1.08 PUBLICATIONS**

- A. Copies of all technical bulletins relating to the installation of the various materials shall be on the job site at all times during the installation of all caulking and sealants. Workmen will be thoroughly familiar with these, and the instructions therein shall be followed exactly.

### **PART 2 - PRODUCTS**

#### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Tremco, Inc.; Cleveland, OH
- B. Pecora Corp.; Harleysville, PA
- C. Sonneborn Inc.; Minneapolis, MN
- D. Substitutions: Under provisions of Section 01 60 00, or approved equal,

#### **2.02 MATERIALS**

- A. General Requirements: Provide colors indicated or, if not otherwise indicated, as selected from manufacturer's special mixed colors. Select materials for compatibility with joint surfaces and other indicated exposures, and except as otherwise indicated, select modulus of elasticity and hardness or grade recommended by manufacturer for each application indicated. Where exposed to foot traffic, select marketing materials of sufficient strength and hardness to withstand stiletto heel traffic without damage or deterioration of sealer system.
- B. Sealants:
  - 1. Type "1" Sealant: Single component, silicone sealant Equal to Pecora Corporation 864NST. Use for all exterior joints at the head and sill of windows.
  - 2. Type "2" Sealant: Sealant to be used at and surrounding metal panels to be installed at exterior columns. Sealant to be used at these locations to be type as recommended by the metal panel manufacturer.
- C. Accessories:

1. Joint Primer/Sealer: Type of joint primer/sealer recommended by manufacturer for joint surfaces to be primed or sealed.
2. Bond Breaker Tape (BB-Tp): Polyethylene tape or other plastic tape as recommended by manufacturer, to be applied to contact surfaces where bond to substrate or joint filler must be avoided for proper performance. Self-adhesive tape where applicable.
3. Sealant Backer Rod (S-BR): Compressible rod stock of polyethylene foam, polyurethane foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable, nonabsorptive material as recommended by manufacturer for back-up of and compatibility with sealant. Backer rod material shall be 25 to 50 (preferred) percent greater than width of the joint. When used with hot-applied sealant: heat-resistant type which will not be deteriorated by sealant application temperature.

## **2.03 OTHER MATERIALS**

- A. Provide other materials, not specifically described, but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

## **PART 3 - EXECUTION**

### **3.01 INSPECTION**

- A. Inspect the work of other trades prior to installation of caulking and sealants. Install no caulking or sealant in joints which are not in proper condition to receive sealant materials, until defects are corrected.

### **3.02 PREPARATION**

- A. Prior to the installation of any caulking or sealants, all surfaces shall be completely clean, free from dust and dry. Clean first with brush and dry cloth and then clean with an air brush using dry, oil-free air. Immediately after cleaning, prime, as required, the surfaces to be treated with the appropriate primer using a small clean paint brush reaching all parts of the area to be primed. Allow primer the proper drying time before applying the caulking or sealant.

### **3.03 INSTALLATION**

- A. Apply sealants and caulking when temperatures are as recommended by the manufacturers. Storage of all material shall be at room temperature with material being used on a first in, first out basis.
- B. Prior to the start of installation of each joint, verify the joint type according to details on the Drawings, or as otherwise directed by the Architect, and verify that the required proportion of width of joint to depth of joint has been secured.
- C. All caulking and sealants applied to the building will be installed with guns having the proper size nozzles. Use even pressure, sufficient to fill all voids and joints solid. A bed of compounds shall be spread over the entire seat of thresholds and the thresholds set on the compound. Joints in masonry and other areas of the building facade shall be slightly convex. Joints to be painted shall be even and smooth. Every caulked or sealed joint shall be watertight. Caulking that is to be painted shall be installed before the last coat of paint is applied.

- D. Sealant to be installed over horizontal expansion joints shall be installed after area is cleaned and primed as outlined above. After compound is properly mixed, pour into joints, filling joints in a manner to avoid air voids. Bring to a level, even joint, slightly below the top of the paving. Minimum depth of the joint shall be 1/2 inch.
- E. Install backer rods in joints more than 1/2 inch deep of size and type specified. Rod shall be set for approximately 3/8 inch depth of compound.

**3.04 CLEANING AND PROTECTION**

- A. Upon completion of the work, all excess materials shall be removed leaving joints neat, clean and straight. Cured material shall be removed by cutting with a sharp edged tool. Thin films may be removed by abrading, but without damaging the finish of any other materials.

END OF SECTION 07 90 00