

Project Manual for
Shelby County Government

Accessibility Improvement Project

140 Adams Avenue
Memphis, TN 38103

RFP# 16-003-62

Owner

Shelby County Government
Shelby County, Tennessee



February 26, 2016
REVISION NO. 1 - MARCH 17, 2016

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SECTION 00 01 20
PROJECT DIRECTORY

OWNER: Support Services
Shelby County Government
584 Adams Avenue
Memphis, TN 38103
901.545.4427 phone
901.545.4487 fax
cliff.norville@shelbycountyttn.gov
ATTN: Cliff Norville

ARCHITECT John Pruet Architects
1869 Madison Avenue
Memphis, TN 38104
901.721.9062 phone
901.721.9063 fax
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ATTN: John Pruet

ELECTRICAL Canup Engineering
7953 Stage Hills Blvd. , Suite 107
Bartlett, TN 38133

SECTION 00 11 19
REQUEST FOR PROPOSAL

Attached herein:

Request for Proposal
Shelby County Government
Purchasing Department
160 N. Main, Suite 900
Memphis, TN 38103

Issued: April 05, 2016
Due: April 26, 2016

RFP # 16-003-62
Shelby County Government
Accessibility Improvements
140 Adams Avenue
Memphis, TN



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: April 05, 2016

Due: April 26, 2016 no later than 2:00 P.M (Central Standard Time)

RFP #16-003-62 Shelby County Government Accessibility Improvements 140 Adams Avenue, Memphis, TN

Shelby County Government Support Services is soliciting proposals for the provision of Construction/Accessibility Services for the Shelby County Government Accessibility Improvements at 140 Adams Ave., Memphis, TN. Information regarding this RFP is located on the County's website at 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 on **Tuesday April 12, 2016, at 9:00 A.M. @ 584 Adams St., Memphis, Tennessee 38103.**

The proposal, as submitted, should include all estimated cost related to the services requested in this RFP. If selected, you will contract with Shelby County Government pending completion of all requirements contained herein. Respondents requesting additional information or clarification are to contact, Tosha Davenport at tosha.davenport@shelbycountyttn.gov

Your proposal must be received in the office of the Deputy Administrator of Purchasing **no later than 2:00 p.m. on Tuesday , April 26, 2016.** Proposals should be addressed to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 N. Main, Suite 900
Memphis, TN 38103**

The package containing one (1) original proposal copy, four (4) copies must be sealed and marked with the Proposers name and RFP 16-003-62 “Shelby County Government Accessibility Improvements 140 Adams Avenue, Memphis, TN ” noted on the outside.

Sincerely,

Tosha Davenport, Purchasing Specialist
Purchasing Department Shelby County Government

Cc: Cliff Norville
John Pruett

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I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified firms to provide the provision of Construction / Accessibility Improvement Services for Shelby County Government Accessibility Improvements @ 140 Adams St Memphis, TN 38103. 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 PROPOSER REQUIREMENT

All Proposers must:

1. Must submit a Bid Bond in the amount of 5% of their bid. This bond must be submitted with your bid.
2. Have or obtain prior to the execution of the final contract all appropriate licenses and certifications required in the State of Tennessee for the performance of the Services in accordance with the provisions of this RFP.
3. The successful contractor must be able to submit a performance/labor material bond separate bonds each in the amount of 100% of the amount of the contract.
4. Firms located within the boundaries of Shelby County are required to have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerks Office.
5. Also see Item # I, page 24 for forms to be submitted with your bid.
6. Prime and LOSB contractors must **apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to submitting your response.
7. 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 a vendor number and an “Equal Opportunity Compliance” certification number.

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov and click the link “Vendor Registration”. Please download the application instructions and read thoroughly prior to accessing the application.

Vendor Number (Purchasing Department)

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 instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are accepted online only.*)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

Note: Because of the length of time it takes to apply and receive an EOC number, vendors who apply prior to the RFP due date, bid will be accepted pending EOC approval of their 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:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103
(901) 222-2250**

Respondents requesting additional information or clarification are to contact Tosha Davenport in writing at tosha.davenport@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 April 19, by 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

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 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.

These guidelines for communication; have been established to ensure a fair and equitable process for all respondents. Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators 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 **April 26, 2016 @ 2:00 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. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

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.

Request for Proposals Released	Tuesday April 5, 2016
Mandatory Pre-Bid Conference	Tuesday April 12, 2016 at 9:00 A.M
Proposal Due Date	Tuesday April 26, 2016 at 2:00 P.M.
Notification of Award	May/ June 2016

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 Proposers 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 Proposers 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 one hundred twenty (120) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Provider 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 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. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

H. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

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

**“Shelby County Government Accessibility Improvements
140 Adams Avenue, Memphis, TN”**

General

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 it's 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 so as 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 **20%** 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 200
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 \$5,000,000 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

LOSBS 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 LOSBS.

b. Notification

Shelby County may provide written notification to Contractors and LOSBS regarding: pre-bid conferences; technical assistance to LOSBS; LOSB Program procedures and required documentation; and, provide a list of LOSBS 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 LOSBS in order to receive credit for the utilization of a LOSB. Contractors must document all LOSBS 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 LOSBS 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-LOS, 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 200
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.

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

A Contractor is required to submit **LOS B 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 **LOS B Form "B"**, if the entity is a legitimate LOSB. Additionally, if such entity will provide services, Contractors may only list LOSB's on **LOS B Form "B"** if the entity will perform a Commercially Useful Function. The Successful Contractor will be required to finalize and submit **LOS B Form "B"** prior to award of a contract. **LOS B Form "B"** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOS B 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 **LOS B 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

LOSB 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:

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

(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.

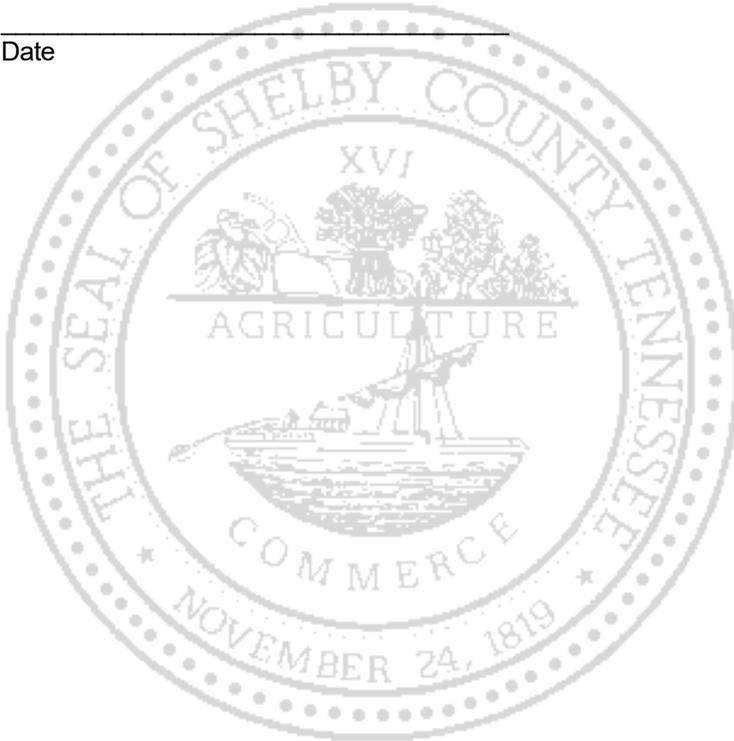
Reasons for the "Unavailability":

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, _____,
(Contractor)
_____, the following LOSB's will be utilized as sub-contractors, suppliers,
(Opportunity)
or to provide professional services:

Name	Description of Work	Contract Value	LOSB 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 _____

Phone: _____
_____ Authorized Representative's Signature _____

Facsimile: _____
_____ Date _____

**Shelby County
 LOSB Program**

LOS B 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: _____

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

(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 _____

Phone: _____

Authorized Representative's Signature _____

Facsimile: _____

Date _____

**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 subcontractors 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 exceed \$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.



H. 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 _____ 2016

Notary Public

My commission expires:

I. 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.

THE LOSB FORM C- MUST BE COMPLETED AND SUBMITTED BY EACH LOSB PROVIDING SUBCONTRACTED GOODS AND OR SERVICES CERTIFYING THAT THEY ARE PERFORMING 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.

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

BOND OF MADE 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 FOR NOT LESS THAN 5% (PERCENT) OF THE AMOUNT THE BID. ALL PROPOSAL GUARANTEES SHALL BE OUT TO THE COUNTY OF SHELBY.

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

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

Living Wage

Shelby County Government Ordinance # 328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

VII. GENERAL REQUIREMENTS

A. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified consultant selected through a competitive process that will work well with the County's personnel. The Consultant must be prepared to begin immediately upon receipt of a Notice to Proceed. And or lowest responsive Contractor selected through a low bid process.

B. Project Time Frame

The term of the contract will began upon the execution of the contract and should conclude at the completion of the project or within a four (4) month period. The successful consultant must be prepared to begin immediately upon receipt of a Notice to Proceed.

C. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

D. Selection Criteria

Each response will be evaluated on the criteria outlined in Section XII of this document. Each bidder should set out in it's response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

E. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

F. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

G. PURPOSE

To select the best-qualified evaluator and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

Required Services (Scope of Work)

The comprehensive response should at a minimum outline how the required services will be provided and should include but not be limited to the following:

- Assist senior management in defining and prioritizing structural and operational issues.
- Conduct and document workflow analysis and proposed redesign options.
- Review organizational structure and recommend changes to optimize staffing and supervision.
- Assess the level of productivity and effectiveness of current business practices.
- Work with senior management to decrease duplication of efforts and increase productivity and effectiveness.
- Develop operational measurements; recommend measurable performance indicators and performance standards.
- Design accountability methods, including records management techniques/systems.
- Define resources needed to achieve increased performance and effectiveness.
- All recommendations will include appropriate staffing, work allocation and shall document best practices, standards, benchmarks and specific needs along with goals. Recommendations shall include cost benefit analysis.
- Be able to provide a report on the methodology, final outcome and all findings of the study.

Additional services, where applicable:

- i. Provide a sample of any assessment document or questionnaire to be used.
- ii. Describe methodology used to evaluate work procedures.
- iii. Indicate experience in reviewing, developing and establishing policies and procedures in the areas of :
Process improvement implementation
Description of techniques for periodic review of progress of operational changes.
- iv. Identify any tools or software available to track effectiveness of process changes/updates

H. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

a. General Requirements

1. Control. All services by the Provider 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. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider 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 Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant 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 Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

(i) the Provider 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.

(ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider'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. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. 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 Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider 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 its services. The Provider warrants that no part of the total contract amount provided herein 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, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, 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 Provider 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.

8. Employment Of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

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

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed 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 Contract.

(b) The Provider 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, the Americans with Disabilities Act (ADA), Title XI and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider 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.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider 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 Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. 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 provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. 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.

16. Matters To Be Disregarded. The titles 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.

17. 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 consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. 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.

19. Incorporation Of Other Documents. (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for 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.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider 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 Consultant 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.

23. Organization Status And Authority. (a) Provider 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 Provider 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 the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider'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.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) Provider 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 duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant 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 the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations 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 the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

For all services and operations under this agreement Consultant/provider shall maintain coverage with limits of no less than:

Consultant/provider shall maintain the following insurance coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards agencies and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury and advertising liability
 - g) Employment Practices Liability
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee statutes. This policy should include Employers' Liability Coverage for \$500,000 per accident.
- 4) *Umbrella or Excess Liability* - \$2,000,000 per claim or occurrence.

- 5) *Professional Liability/Errors & Omissions Insurance* - \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate. Insurer is to be rated A- or better by A.M. Best.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider'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 Provider 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 period 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 to be furnished if requested.

I. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 2:00 p.m. (CST) on April, 26, 2016 at Shelby County Government Purchasing Department
160 N. Main St., Suite 550, Memphis, TN 38103.**

5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and four (4) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and **“Shelby County Government Accessibility Improvements 140 Adams Avenue, Memphis, TN ” RFP #16-003-62” with due date and time indicated.**
3. Proposals must be in ink. Erasures and “white-out” are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download ALL attachments to this document.** The Proposal Response Sheet and Utilization Report (*required documents*) should be the first two pages of your written response.

1. Cover Page/Proposal Response Sheet – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm
2. Utilization Report
3. Comprehensive Response
 - a. Specifically address all services and information listed in the scope of services (outlined in section IX)

- b. Outline of how respondent can meet or exceed the minimum requirements
 - c. Detail of how the respondent is qualified to provide the services required
 - d. Detail the techniques, approaches and methods that will be utilized to complete the project including a detailed plan on proposed strategy.
4. Cost and Fees
- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project).
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.

5. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
 - b. A statement of how long the Proposer has provided services similar to the Services requested herein;
 - c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
 - d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.
 - e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.
6. References
- a. References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the

business name, the identification of a contact person, the title of the contact person and a telephone number;

b. Information detailing similar projects completed by the bidder within the past three (3) years.

7. Additional Information

a. A description of any other resources available to the Proposer that will be useful in providing the Services;

b. A description of the methods used by the Proposer to measure the satisfaction of its client.

c. Any other relevant information about the capabilities of the Proposer deemed to be material.

J. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:

a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.

b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.

- b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - i. Qualifications of personnel.
 - ii. Ability to present a clear understanding of the nature and scope of the project.
 - iii. Project methodology.
 - iv. Previous experience with similar projects.
 - v. Cost to the Shelby County Government as outlined in the budget estimate.
 - vi. Time frame for completion.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

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

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

7. **DESCRIPTION OF THE GRATUITY**

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.

X. NOTICE TO BIDDERS

1. **THIS IS NOT A PUBLIC BID OPENINGS:**

Sealed bids for the improvements described herein will be received at, **THE OFFICE OF THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SUITE 900, SHELBY COUNTY ADMINISTRATION BUILDING, 160 NORTH MAIN, MEMPHIS, TENNESSEE 38103, until Tuesday APRIL 26, 2016 at 2:00 P.M.**

2. Description of Work:

The proposed work is officially known as:

“Shelby County Government Accessibility Improvements 140 Adams Avenue, Memphis, TN”

3. Pre-Bid Meeting:

All interested bidders may attend a **MANDATORY** pre-bid meeting to be held on **TUESDAY April 12, 2016, at 9:00 A.M., at SHELBY COUNTY SUPPORT SERVICES, located at 584 Adams Ave Memphis, Tennessee 38103.**

4. Instruction to Bidders:

- (a) Information regarding this RFP is located on the County’s website at 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
- (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 (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.
- (c) The successful bidder must be licensed by the Tennessee State Board of Licensing General Contractors before execution of the contract. Evidence of this license must be submitted to the purchasing department by submitting the RFP number, 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 the bid bond will be forfeited.

5. EOC Requirements

- (a) As a condition precedent to bidding, **Prime Contractors** and **LOSB Contractors** must have received a current “Equal Opportunity Compliance Eligibility Number”

and Vendors Number prior to the submission of their bid which must be attached to each bid submission. To receive an E.O.C. Eligibility Number, specific information must be received by the E.O.C. Department at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the E.O.C. Department, 222-1100. Information regarding a vendors number please contact Tosha Davenport, Shelby County Purchasing at 901-222-2250.

- (b) Use of Locally Owned Small Business (LOSB) participation on this County project is required.
- (c) Bidders are encouraged to contact County-Certified LOSB firms from our LOSB listing that can be obtained from our EOC department. Please call Carolyn Griffin at 901-222-1100 for a listing of current LOSB contractors. 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. Bidders choosing to utilize non-certified subcontractors may submit their bid with the understanding that they must provide certification documents to the E.O.C. department within five (5) days after the bid opening in order to be considered for contract award.
- (d) 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.

6. 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

_____, 2016

DOCUMENT 00 41 13
BID FORM – STIPULATED SUM

To: Administrator of Purchasing
Shelby County Government
Suite 550
160 North Main St.
Memphis, TN 38103

Project: Accessibility Improvement Project
140 Adams Avenue, Memphis, TN 38103

Date: _____
Submitted by: _____
(full name) _____
(full address) _____

1. OFFER

BASE BID - All Work listed on this bid form inclusive of any Addendum Items (Reference Paragraph 4 - ADDENDA below) , as well as, all Material and Labor Allowance Items (Refer to Section 01 21 00 ALLOWANCES) and not including the Contingency Allowance as indicated in the bid documents:

(\$ _____) *State amount in both words and figures.*

CONTINGENCY ALLOWANCE Ten percent (10%) of the Base Bid to the nearest whole dollar:

(\$ _____) *State amount in both words and figures.*

TOTAL BASE BID AMOUNT (Base Bid plus Contingency Allowance)

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by John Pruett Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

_____ dollars,
(\$ _____) in lawful money of the United States of America. *State amount in both words and figures.*

We have included the security Bid Bond as required by the Notice to Bidders. All applicable federal taxes are included and State of Tennessee and City of Memphis taxes are included in the Bid Sum.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award. In the form described in Supplementary Conditions.
- Commence work within seven days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, we will: Complete the Work in ONE HUNDRED TWENTY (120) calendar days from Notice to Proceed. CONTRACTOR agrees to provide COUNTY an amount equal to 500 (\$) Dollars per day for liquidated damages for each consecutive calendar day required for the completion of the contract beyond the time stipulated.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____
Addendum # _____ Dated _____

5. APPENDICES

The following documents are attached to and made a condition of the Bid:

LOSB Subcontractor & Supplier List
Drug-Free Workplace Affidavit
Bid security in form of Bid Bond

6. BID FORM SIGNATURES

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer Title)
(Seal)

(Authorized signing officer Title)
(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

SECTION 00 50 00
CONTRACTING FORMS AND SUPPLEMENTS

Attached herein:

- BID BOND
- PERFORMANCE BOND
- LABOR AND MATERIAL PAYMENT BOND
- SHELBY COUNTY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
- DRAFT COUNTY/CONTRACTOR AGREEMENT

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

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

20

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

AIA DOCUMENT A311 · PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND · AIA ®

FEBRUARY 1970 ED. · THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., NW., WASHINGTON, D. C. 20006

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)
(Vvilnss)

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.

<i>(Principal)</i>	
<i>(Tilt)</i>	
<i>(Surt'ty)</i>	(Seal)

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

Rev. 5/24/99

constcnd.doc

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 Architect pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Architect 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 Architect and the Contractor, but the Architect 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 Architect 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.

Initial _____

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 Architect 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 Architect 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 Architect 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 Architect's common law copyright or other reserved rights. The Architect will furnish, free of

charge, to

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

ARTICLE II ARCHITECT

2.1 Definition

2.1.1 The Architect is the person lawfully licensed to practice Architecture, or any entity lawfully practicing Architecting 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 Architect means the Architect or his authorized representative.

2.2 Administration of the Contract

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

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contract shall be forwarded through the Architect. The Architect 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 Architect 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 Architect, 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 Architect 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 Architect 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.

Initial _____

2.2.5 The Architect 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 Architect may perform his functions under the contract documents.

2.2.6 Based on the Architects observations and an evaluation of the Contractor's Applications for Payment, the Architect 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 Architect 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 Architect for such interpretations.

2.2.8 All interpretations and decisions of the Architect 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 Architects decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. The Architect shall rule on all claims and disputes that relate to the interpretation of the Contract Documents.

2.2.10 The Architect 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 Architect 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 Architect, and the Contractor shall proceed with the Work even if he is in disagreement with the decision of the Architect.

2.2.11 The Architect 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 Architects

approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Initial _____

2.2.12 The Architect 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 Architect 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 Architect 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 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 Architect 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 Architect any

error, inconsistency or omission he may discover.

Initial _____

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 by either the activities or duties of the Architect 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 Architect's consideration. The Architect and Owner will be the final judge for the acceptance or the substitution. No Substitution shall be made without authority in writing from the Architect.

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 Architect'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 Architect 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 Architect, 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.

Initial _____

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 Architect, 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 Architect 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 Architects approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.11, unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Architect 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 Architect 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 Architect 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 Architect 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 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.

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 Architect 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 Architect 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 Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection. No 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 Architect 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 Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect 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 Architect 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 Architect. Said agreement shall preserve and protect the rights of the Owner and the Architect 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 Owners 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.

Initial _____

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 Architect 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, Architect, 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 Architect timely notice of its readiness so the Architect 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 Architect 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 Architect'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 Architect.

7.7.4 If the Architect 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 Architect 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.

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

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 Contractor's 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 Architect 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 Architect may require. This schedule, unless objected to by the Architect, 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 Architect an itemized Application for Payment, notarized if required, supported by such data

substantiating the Contractor's right to payment as the Owner or the Architect 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.

Initial _____

Progress payments (monthly) will be made based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect 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 Architect 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.

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. Initial _____

9.4 Certificate for Payment

9.4.1 The Architect 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 Architect determines is properly due.

9.4.2 The issuance of a Certificate of Payment will constitute a representation by the Architect 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 Architect 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 Architect may also decline to certify payment or,

Initial _____

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 failures 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 Architect 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 Architect 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

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

9.7.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, 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 Architect 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 Architect 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 Architect'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 Architect (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.

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. Initial _____

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 Architect, 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 Architect.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded 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 Architect 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 Architect 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 Architect 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 Architect 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 Initial _____
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.

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:

Initial _____

- .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 receive 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 Architect 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 Architect 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 Architect'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 Architect. 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 Architect, 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 Architect 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 Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, 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 Architect has not specifically requested to observe prior to being covered, the Architect 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 Architect 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 Architect.

Initial _____

13.2 **Correction of Work**

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect 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 Architect'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 Architect, 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 Architect'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 Architect'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 Architect, 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.

16.2 [RESERVED]

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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 Owner's Right of Inspection

16.4.1 Representative of the Owner, as designated by the

County Mayor, shall have the right to inspect the Contractor's 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 effects 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.

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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: _____

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

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

will

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.

SECTION 01 11 13 SUMMARY OF THE WORK

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Project Summary
- B. Contractor's Use of Site and Premises
- C. Owner Occupancy
- D. Contracts
- E. Additive Alternates

1.2 PROJECT SUMMARY

A. The "Project," of which the "Work" of this Contract is a part, is titled the Accessibility Improvement Project. It includes modifications to public building entrance ways and doors at selected locations, selected interior door hardware modifications, elevator cab modifications, and selected breakroom and toilet room renovations. The Project address is 140 Adams Avenue, Memphis, TN 38104.

B. The "Work" of this Contract is defined in the Contract Documents to include the entire Project, inclusive of any Addendum Items and Material and Labor Allowance Items (Refer to Section 01 21 00 - ALLOWANCES). The General Conditions of the Contract for construction, AIA Document A201-2007 edition are made a part of this Project Manual as if fully included herein.

C. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, the General Conditions of the Contract for construction, AIA Document A201-2007 edition, other Administrative Sections included in Division 0 and Division 1 of these Specifications, together with all technical divisions of the Specifications and the Contract Document Drawings (Reference Section 00 01 10 Table of Contents and 00 01 15 List of Drawings).

It is the Contractors' responsibility to familiarize themselves with these documents prior to submitting a bid for the Work.

Special Conditions: This building is listed on the National Register of Historic Places. Work must be done with careful attention and strict conformance with plans and specifications. Existing conditions which are not altered by this scope of work are to be protected during all phases of the work and particular care must be taken not to damage those components scheduled to remain immediately adjacent to the Work or located elsewhere in the building.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
- 1. Uninterrupted Owner occupancy and use of the facility.
 - 2. Use of site and premises by the public.

3. Unobstructed public paths of egress connecting the building to public ways.
4. Unobstructed fire lanes, fire hydrants, and emergency vehicle access ways.

B. Before beginning work, the contractor must secure approval from the Architect for the following:

1. Areas permitted for personnel parking.
2. Access to the site and all areas within the site including secure areas.
3. Areas permitted for deliveries and storage of materials and debris.

C. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the Architect.

1.4 OWNER OCCUPANCY

A. The Owner will occupy the premises during the entire period of construction.

B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

C. Schedule the Work to accommodate Owner occupancy and to limit noise, odors, and dust.

D. Utilities may not be disrupted at any time during the project duration.

E. The courtrooms are generally occupied Monday thru Friday from 9:00 AM until 3:00 PM. Construction may not take place in the courtrooms when court is in session.

1.5 CONTRACTS

A. Basis of the Contract for Construction will be Competitive Bid (Base Bid Amount with ten percent (10%) Construction Contingency in addition to the Base Bid amount for a total combined Lump Sum Amount).

B. Contractor Qualifications: The Prime Contractor will be a licensed General Contractor in the State of Tennessee in good standing with a BC or BC-B license designation.

C. The Selected Contractor will be required to submit background check applications for all personnel that will be on site to the Shelby County Sheriff's Department and the Shelby County Division of Homeland Security.

1.6 ADDITIVE ALTERNATES

There are no Additive Alternates.

PART 2 – PRODUCTS (Not Used.)

PART 3 – EXECUTION(Not Used.)

END OF SECTION

SECTION 01 11 20
SHELBY COUNTY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1.01 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

A. The Shelby County General Conditions of the Contract for Construction are made a part of the Project Manual. REFER TO SECTION 00 50 00 CONTRACTING FORMS AND SUPPLEMENTS

1. The Contractor, his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor shall be bound by these General Conditions as if repeated in each Section of this Project Manual.
2. The failure on the part of the Contractor to familiarize himself or examine these Documents will in no way relieve him or her of their responsibilities and conditions set forth herein.

END OF SECTION

SECTION 01 21 00
ALLOWANCES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Dollar Amount Allowances for Work as described herein.
- B. Description of Door Handsets/Locksets retrofit hardware sets, installation and related information.

1.2 ALLOWANCES

- A. Costs included in Allowances should Architect and Shelby County Government accept and approve Allowance(s): Cost of materials to contractor or sub-contractors, less applicable trade discounts, labor, and taxes. These costs also include product handling, storage, protection, required door adjustment parts and labor, and repairs to doors for damages caused by the Contractor or Subcontractors as a result of the Work.
 - 1. Retrofit door hardware handsets/locksets at locations as indicated on the drawings to accomplish ADA point of service entrance compliance. See Part 2 “Products” of this specification section for description of products.
 - 2. Adjust door opening force at locations indicated on the drawings as entrances to building points of service or as otherwise indicated on the drawings to receive new retrofit hardware to not exceed 5 pounds maximum force for operation.
- B. Not Used
- C. Contractor(s) Responsibilities:
 - 1. Provide Architect and Shelby County Government representative with sequences(s) of Contractor’s Construction Schedules, items and materials to avoid dust and noise pollution, or other distractions to business as usual as may be determined by Court officials prior to, during, and following the construction and removal and haul-off and installation of materials for this project.
 - 2. Obtain proposals from subcontractors and installers and offer recommendations to achieve intended design and regulatory agency requirements.
 - 3. On notification of selection by Architect/Engineer execute purchase.
 - 4. Process shop drawings, product data and samples.
 - 5. Arrange for delivery of all equipment, products, materials, etc. and inspect for damage of same.
 - 6. Examine each door indicated to receive retrofit hardware on the Sign and Door Hardware Schedule of the Drawings (Sheets A 3.0 & A3.1) and make a determination regarding the type of replacement door lockset/handset required (Mortise or Cylindrical see Part 2, Products “A”, of this specification Section). Basis of determination of retrofit type shall be the existing type currently in place at each door.
 - 7. Test each door indicated to receive retrofit hardware for existing force required to open door. Make necessary adjustments to achieve specified opening force (refer to Paragraph 1.2 Allowances “A” Item 2).
- D. Funds will be drawn from Dollar Amount Allowance(s) only by Change Directives.

PART 2 PRODUCTS

- A. The Contractor shall be compensated by the Owner for door hardware materials and labor under the provisions of Paragraph 1.2 Allowances "A" Item 1 of this Section 01 21 00 Allowances as follows:
1. Corbin Russwin Mortise Lockset/Handsets:
ML 2024 RWA x 606 60 Keyway, 2 3/4" backset, Satin Brass finish BHMA 606, "Regis" trimset
\$650.00 each inclusive of installation labor
 2. Corbin Russwin Cylindrical Lockset/Handsets:
CL 3557 AZD x 606 60 Keyway, 2 3/4" backset, Satin Brass finish BHMA 606, "Regis" trimset
\$450.00 each inclusive of installation labor
- B. The Contractor shall be compensated by the Owner for adjustments to existing door opening force under the provisions of Paragraph 1.2 Allowances "A" Item 2 of this Section 01 21 00 Allowances as follows:
\$150.00 each door

PART 3 EXECUTION

3.01 Examination

- A. Examine doors, frames, and related items for conditions that would prevent the removal of the existing hardware without damage to the existing doors and frames, or that prevent the proper installation of the new retrofit hardware. Do not proceed until defects have been remedied.
- B. Examine coverage area of new handset escutcheon plates to verify that mechanical fastener holes, hardware openings, marks and defects left from previous handsets will be concealed by the new hardware.
- C. Examine previously prepared door openings intended to receive new retrofit hardware to confirm acceptable condition and dimensions.

3.02 Installation

- A. Remove existing door hardware scheduled for replacement with extreme care not to damage existing door and frame.
- B. Adjust the existing door and frame hardware openings intended to receive the new retrofit hardware using extreme care not to damage the existing door and frame should it become necessary to do so.
- C. Install each hardware item in strict compliance with the manufacturer's printed instructions and recommendations, using only fasteners supplied by, or called for by the manufacturer.
- D. Set units level, plumb, and true to the line and location. Prepare and reinforce the substrate as necessary for proper installation and operation.
- E. Conceal evidence of any new cutting and touch up any areas left exposed from previous installations using skilled craftsmanship for any required sanding, buffing, caulking, or stain and paint finish applications. Drill and countersink units which are not factory prepared for anchorage fasteners.

3.03 Adjustment and Cleaning

- A. At final completion of hardware installation, adjust and check each operating item of hardware at each door to ensure proper operation and function of every unit. Lubricate any moving parts that do not operate freely, smoothly, and quietly using only lubricant as recommended by hardware item's manufacturer. Clean and restore hardware to original finish.

END OF SECTION

SECTION 01 21 43
TIME ALLOWANCES (Weather Delays)

PART 1 GENERAL

1.1 EXTENSIONS OF CONTRACT TIME

A. The basis for an extension of time in accordance with the Shelby County General Conditions of the Contract for Construction, an extension of time may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard for the Baseline for that month. Time extension(s) will be at the Owner's Discretion.

1.2 STANDARD BASELINE FOR AVERAGE CLIMATIC WEATHER

A. Time extensions may be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where the Work is performed. For the purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Service statistics for the locality where Work is performed and on daily weather logs kept on the job site by the Contractor reflecting the effect of the weather on progress of the Work. Request for extension of time shall be made in writing within twenty (20) days following cause of delay. In case of continuing cause for delay, only one (1) claim is necessary. Time extension(s) will be at the Owner's Discretion.

1.3 ADVERSE WEATHER AND WEATHER DELAY DAYS

A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevent exterior construction activity or access to the site within twenty-four (24) hours:

1. Precipitation (rain, ice, snow) in excess of one-tenth inch (0.10") liquid measure.
2. Temperatures which do not rise above 32°F by 10:00 a.m.
3. Temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any specified.
4. Sustained wind in excess of twenty-five (25) mph
5. Standing snow in excess of one inch (1 ").

B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days when all the following conditions are met:

1. For rain days above the standard baseline.
2. Only if there is a hindrance to the site access or site work.
3. At a rate no greater than 1 make-up day for each day of consecutive days of rain beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Architect

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

1.4 DOCUMENTATION AND SUBMITTALS

- A. Submit daily jobsite logs showing which and to what extent construction activities have been affected by weather.
- B. Submit actual weather data to support claim for time extension, obtained from nearest NOAA Weather Station or other independently verified source approved by the Architect at the beginning of the project
- C. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit to the Architect for review in accordance with the Shelby County General Conditions of the Contract for Construction
- E. If an extension of time is appropriate, it shall be affected in accordance with the Owner's Approval and the provisions of the Shelby County General Conditions of the Contract for Construction.

END OF SECTION

SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Schedule of Values
- B. Applications for Payment
- C. Certificates for Payment
- D. Progress Payments
- E. Substantial Completion
- F. Final Completion and Final Payment

1.2 SCHEDULE OF VALUES

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

1.3 APPLICATIONS FOR PAYMENT

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

1.3.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

1.3.1.3. Periodic Affidavits and Waivers of Liens. The Contractor shall submit with each Application for Payment, affidavits and waivers of lien conditioned on receipt of payment from the Contractor. Said affidavits and conditional waivers of lien shall be submitted for the Contractor and all Subcontractors, Sub-subcontractors, and material suppliers for the period of time of this Application for Payment. With this Application for Payment, the Contractor shall also submit copies of Final Release of Liens, canceled checks or other documentation as evidence of payment to the Subcontractors, Sub-subcontractors, and material suppliers for all previously submitted conditional waivers of liens

1.3.2. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site

at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

1.3.3. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

1.4 CERTIFICATES FOR PAYMENT

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

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

1.5 PROGRESS PAYMENTS

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

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

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

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

1.5.5. Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 1.5.2, 1.5.3 and 1.5.4.

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

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

1.5.8. Contractor to Discharge Mechanic's Liens. If any mechanics' or material suppliers' liens shall at any time be asserted or filed against the Project as a result of the Contractor's construction activities or those of any Subcontractors, Sub-subcontractors or material suppliers, the Contractor, at the Contractor's expense, shall promptly take and diligently prosecute appropriate action to have the same discharged of record or bonded off within thirty (30) days after notice of filing thereof or such lesser period as shall be necessary to prevent judgment execution or foreclosure of such mechanic's lien or any adverse consequences for the Owner. Upon the Contractor's failure to do so, the Owner, in addition to any other right or remedy that the Owner may have, may take such action as may be reasonably necessary to protect the Owner's interest, including payment or settlement of the lien claim and the Contractor shall reimburse the Owner any amounts paid or incurred by the Owner in connection with such action. The Contractor shall indemnify and hold harmless the Owner with respect to any claims or liens asserted by the Contractor's Subcontractors or Sub-subcontractors at any level if the Contractor has been paid with respect to the work or materials for which the claim or lien is asserted.

1.6 SUBSTANTIAL COMPLETION

1.6.1. Substantial Completion is the stage in the progress of the Work when all required occupancy permits have been issued and the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

1.6.2. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive

list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

1.6.5. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. thereof within ninety (90) days. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

1.7 FINAL COMPLETION AND FINAL PAYMENT

1.7.1A. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 1.7.2. as precedent to the Contractor's being entitled to final payment have been fulfilled.

1.7.2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases

and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

1.7.6. Final Affidavits and Waivers of Liens. The Contractor shall submit to the Architect and the Owner final affidavits and unconditional waivers of liens, in form and substance satisfactory to the Owner from the Contractor, Subcontractor, and Sub-subcontractor and material suppliers. On request of the Owner, the Contractor shall provide any additional information or documentation necessary under the then existing mechanic's lien laws.

1.7.7. Unless otherwise agreed to by the Owner, Final Completion of the Project shall be achieved no later than thirty (30) days following the date of Substantial Completion.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 31 13
PROJECT COORDINATION

PART 1-GENERAL

1.1 SUMMARY

A. Includes coordination of the portion of the Prime Contractor's work with that of all subcontractors involved with any portion of the Project Scope of the Work, including all mechanical, electrical, and signage sub contractors.

B. Related Sections

1. Section 01 11 13 - Summary of the Work
2. Section 01 31 19 – Project Meetings
3. Section 01 32 16 – Construction Progress Schedule
4. Section 01 33 23 – Submittals
5. Section 01 77 19 – Closeout Requirements

1.2 CONTRACTOR'S DUTIES

A. Work with trades associated with the Scope of the Work.

B. Coordinate the schedules of all trades, including mechanical, electrical, and signage subcontractors.

1. Verify timely deliveries of products for installation by all trades.
2. Verify that labor and materials are adequate to maintain schedules.

C. Conduct conferences among all subcontractors and other concerned parties, as necessary to:

1. Maintain coordination and schedules.
2. Resolve matters in dispute.

D. Participate in project meetings:

1. Report progress of each trade.
2. Recommend needed changes in schedules.
3. Transmit minutes of meetings to trades as appropriate.

E. Temporary Utilities:

1. Coordinate installation, operation and maintenance, to verify compliance with project requirements and with Contract Documents.
2. Verify adequacy of service at required locations.

F. Shop Drawings, Product Data and Samples - Submittals:

1. Prior to submittal, review for compliance with Contract Documents.
 - a. Check field dimensions, clearance dimensions and finish requirements.
 - b. Check relation to available space.
 - c. Check anchor bolt settings and setting of other embedded items.
 - d. Review the effect of any changes on the work of other contracts or trades.

- e. Check items to receive field finish. Verify that item is suitable to receive such finish.
- f. Check compatibility with mechanical and electrical equipment and work of other trades.

G. Coordination Drawings:

- 1. Prepare, as required to assure coordination of work of, or affected by trades or to resolve conflicts.
- 2. Contractor to review prior to transmitting to appropriate trades.
- 3. Reproduce and distribute Contractor approved copies to all concerned parties.

H. Observe required testing; maintain a record of tests:

- 1. Testing agency and name of inspector.
- 2. Subcontractor.
- 3. Manufacturer's Representative present.
- 4. Date and time of testing.
- 5. Type of product or equipment.
- 6. Type of test and results.
- 7. Retesting required.

I. Verify that subcontractors maintain accurate record of documents.

J. Substitution and Changes:

- 1. Review proposals and request:
 - a. Check for compliance with Contract Documents.
 - b. Verify with work and equipment of other trades.
- 2. Recommend action to concerned parties.

K. Observe work of all trades, including mechanical and electrical work for compliance with requirements of Contract Documents.

- 1. Maintain list of observed deficiencies.
- 2. Promptly report deficiencies or discrepancies to applicable parties.

L. Assemble documentation for handling of claims or disputes involving various trades.

M. Equipment Startup:

- 1. Check to assure that utilities and specified connections are complete and that equipment is in operable condition.
- 2. Observe test, adjust and balance.
- 3. Record results, including time and date of startup.

N. Inspection and Acceptance of Equipment:

- 1. Prior to inspection, check that equipment is clean, repainted as required, tested and operational.
- 2. Assist inspector; prepare list of items to be completed or corrected.
- 3. Should acceptance and operation of equipment constitute the beginning of the specified guarantee period, prepare and transmit written notice to Owner.

O. Assemble Record Documents for subcontractors; transmit to Architect for delivery to Owner.

1.3 COORDINATION SCHEDULE

A. The schedule designates areas of basic responsibility of contractors and subcontractors, including items of mechanical work and electrical power and control wiring for the project, but does not define scope.

B. Refer to respective Sections of Project Manual for detailed descriptions of work required.

C. Contractor Shall:

1. Maintain Schedule throughout construction period; record changes in responsibilities due to:

a. Modifications to Contract.

b. Field orders.

c. Substitutions.

2. Reproduce and distribute revised schedule promptly after each change to affected subcontractors, material suppliers and Owner.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.1 SUMMARY

A. Work Included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Architect will conduct project meetings throughout the construction period.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, Shelby County General Conditions and Sections in Divisions 0 and 1 of these Specifications.
2. The Contractor's relations with his subcontractors and materials suppliers and discussions relative thereto are the Contractor's responsibility and normally are not part of project meetings content.

1.2 SUBMITTALS

A. Agenda Items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding items to be included on the agenda.

B. Minutes: The Architect will compile minutes of each project meeting and will furnish copies to the General Contractor and to the Owner. Recipients of copies may make and distribute such other copies as they wish.

1.3 QUALITY ASSURANCE.

A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

PART 2 PRODUCTS

(Refer to Products within other Sections within this Project Specification.)

PART 3 EXECUTION

3.1 MEETING SCHEDULE:

A. Except as noted herein for Pre-construction Meeting, project meetings will be held bi-weekly. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION:

A. The Architect will establish meeting location. To the maximum extent practicable, meetings will be held at the job site.

3.3. PRE-CONSTRUCTION MEETING.

A. Pre-Construction Meeting will be scheduled by the Architect. Provide attendance by authorized

representatives of the Contractor and major subcontractors. The Architect will advise other interested parties, including the Owner, and request their attendance.

B. Minimum Agenda: Data will be distributed and discussed on at least the following items.

1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and the Architect.
2. Channels and procedures for communication.
3. Construction schedule, including sequence of critical work.
4. Contract Documents, including distribution of required copies of original documents and revisions.
5. Processing of Shop Drawings and other data submitted to the Architect for review.
6. Processing of Bulletins, field decisions, and Change Directives.
7. Rules and regulations governing performance of the Work.
8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.

3.4 PROJECT MEETINGS

A. Attendance

1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

B. Minimum Agenda

1. Review, revise as necessary, and approve minutes of previous meetings.
2. Review progress of the Work since last meeting, including status of submittals for approval.
3. Identify problems that impede planned progress.
4. Develop corrective measures and procedures to regain planned schedule.
5. Complete other current business.

C. Revisions to Minutes

1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting; they will be accepted as properly, stating the activities and decisions of the meeting.
2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1. SUMMARY

A. The contractor shall provide a schedule to serve as a basis for a detailed construction sequence. The detailed construction schedule shall describe and document the construction sequence necessary to execute the scope of work.

1.2 DESCRIPTION

A. Utilize a computer generated schedule for the planning and scheduling of all work required under the Contract Documents. In addition to construction activities, detailed network activities shall include the submittal of shop drawings, catalog cut sheets, and materials samples, review and approval of these submittals, and fabrication and delivery of materials and equipment. Work by separate contractors and project close - out activities shall also be included to account for their effect on the overall sequencing of the project.

1.3. SCHEDULE STANDARDS

A. The schedule shall demonstrate a logical succession of work from start to finish. Constrained start and finish dates shall be kept to a minimum, such that the schedule logic (activity relationships and durations) will determine the schedule start and finish of each activity.

B. The durations indicated for each activity shall be in "work - days" and shall represent the required time for the activity considering the scope of work and resources planned for the activity including time for inclement weather and other predictable delays.

C. Multiple calendars shall be utilized as required to allow for specific times of the week, month, or year when specific activities can or cannot be accomplished. Specific examples include, but are not necessarily limited to, Site Based activities which require limited noise and other site based activities which require considerations, such as building occupant morning and afternoon commuting arrival and departure times, consult with the Architect regarding additional time-frames which require Site Based activities to take priority over normal owner use of the site.

PART 2 PRODUCTS

2.1. Not Used

PART 3 EXECUTION

3.1. GENERAL

A. Prepare a computer generated schedule of all construction related work required by this contract.

B. Include the following information in the database for each activity:

1. Activity Description - should indicate type of work being performed and general location or phase.
2. Calendar - the standard calendar is a five day workweek.
3. Duration - should indicate "work - days" required to accomplish the task.
4. Schedule Dates - Early Start, Early Finish, Late Start, and Late Finish for each activity will result from the calculation of the schedule.

3.2 SUBMITTAL PROCEDURE

A. Time of Submittal:

1. Within Five (5) working days after Notice to Proceed, the Contractor shall submit its project schedule for review. The schedule produced and submitted shall indicate interim milestone and completion dates. The Architect will review the schedule within ten working days and state acceptance or rejection of the schedule.
2. Within ten working days after the conclusion of the Architect's review, the Contractor shall revise the schedule as required and resubmit. This schedule shall constitute the project Work schedule unless a revised schedule is required due to substantial changes in work or contract time, delinquency by the Contractor requiring a recovery schedule, or as otherwise provided.
3. Acceptance of the project schedule will be required prior to the processing of any application for payment.
4. Submit a copy of the schedule, clearly showing progress made during the previous month along with each Application for Payment.

B. Acceptance of Schedule:

1. The schedule will be acceptable when it provides a description of an orderly progression of the work to completion in accordance with the contract requirements, adequately defines the Contractor's work plan, and provides a workable arrangement for the processing of submittals in accordance with the requirements.
2. Review and acceptance of the Contractor's project schedule is for conformance to the requirements of the contract documents only. It does not relieve the Contractor of any responsibility for the accuracy or feasibility of the project schedule, or of the Contractor's ability to meet the interim milestone dates and contract completion date.

C. Submittal Items:

1. Initial submittals shall include the following:
 - a. Critical Path Graphic Report - include all activities for the entire project. Sort by early start, early finish, and total float; organize by submittal activities, construction activities, etc. Include activity ID, description, original duration, early start, early finish, and total float. Individual pages shall not exceed 11 inches by 17 inches.
 - b. Back-up digital file
 - e. Reports shall be submitted in triplicate plus any copies to be returned to the Contractor.
2. Monthly submittals to be included with Application for Payment shall include the following:
 - a. Project Narrative. Report - shall include a brief description of work that was accomplished during the previous month as well as work to be pursued during the upcoming month.
 - b. Critical Path Graphic Report - shall be a three-month look ahead schedule to include previous month's progress plus work to accomplish during the two months following the data date. Schedule bars shall be compared to the initial schedule as a baseline. Include the same activity information as in initial bar chart graphic

report.

c. Back-up digital file

d. Reports shall be submitted in triplicate plus any copies to be returned to the Contractor.

D. Schedule Revisions:

1. No changes may be made in the sequence, duration, or relationship of any activity without the acceptance of the Architect . Requests for minor changes to the schedule may be submitted in the form similar to the schedule form identified herein. More substantial revisions will require re-submittal of the entire schedule.

2. If at any time the Architect considers the milestone or completion dates to be in jeopardy because of work activities behind schedule, the Contractor shall provide a revised Critical Path Work Schedule, including resource requirements, to show how the Contractor intends to bring the project back on schedule. “Activities behind schedule” are any activities whose current schedule early dates are later than indicated in the initial schedule.

3. If a change directive has a schedule impact, that impact shall be submitted with the change directive request.

END OF SECTION

SECTION 01 33 23 SUBMITTALS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Proposed products list.
- C. Shop drawings.
- D. Product data.
- E. Samples.
- F. Manufacturers' instructions.
- G. Manufacturers' certificates.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect accepted form.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, 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. Schedule submittals to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Architect review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.3 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.4 SHOP DRAWINGS

- A. Submit the number of opaque reproductions which Contractor requires, plus two copies which will be retained by Architect.
- B. Special Conditions: 1st floor Accessible Restroom Modifications
 - 1) PRIOR to any cutting of existing marble, Contractor shall submit to the Architect detailed shop

drawings with field verified dimensions of existing marble partitions scheduled to be disassembled, salvaged and recut for reuse within the space of the 1st floor Accessible Restrooms. Submittals shall include detailed illustration of partition sections to be divided and cut, cutting equipment information, and the measures scheduled by the contractor and by the Marble subcontractor for preventing the damage to the material.

2) Submittals shall include data sheets and samples of new attachment hardware.

3) Submittals shall include samples of color match grout caulk to be for filling abandoned holes smaller than 3/8" diameter.

3) All excess unused material will be returned to the Owner.

C. Special Conditions: 1st floor Accessible Ramp Handrails

1) PRIOR to purchasing of handrail assembly material, Contractor shall submit to the Architect detailed shop drawings with field verified dimensions of new handrail installation heights and locations and of all components of the handrail assembly.

2) Submittals shall include data on materials used and compatibility with bronze railing components, and full size sample of color and profile of handrail.

1.5 PRODUCT DATA

A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

1.6 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect's selection.

C. Include identification on each sample, with full Project information.

D. Submit the number or samples specified in individual specification Sections; one of which will be retained by Architect.

E. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

F. Special Conditions: at new construction at 1st floor Drinking fountain installation, provide 12"x12" sample submittal for review by architect of actual wood, stain, and finish to be used and a sample of the trim profile to match existing profile of existing wainscot wood trim, prior to installation.

G. Special Conditions: at new ramp, sample of bronze handrail profile and material, color, etc.

1.7 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.8 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not used

END OF SECTION

SECTION 01 50 00
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. This Section describes construction facilities and temporary controls required for the Work.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Except that equipment furnished by subcontractors shall comply with requirements of pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section.
3. Permanent installation and hookup of the various utility lines are described in other Sections and on the Contract Document Drawings where applicable.

1.2 REQUIREMENTS

A. Provide construction facilities and temporary controls needed for the Work including, but not necessarily limited to:

1. Temporary utilities such as water and electricity.
2. Sanitary facilities.
3. Enclosures such as tarpaulins, barricades, and canopies.
4. Emergency Preparedness supplies.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

PART 2 - PRODUCTS

2.1 UTILITIES

A. Water: At no cost to the Contractor, the Owner will furnish all necessary water for testing, sterilizing, flushing, and other construction purposes, subject to the following conditions:

1. Water will be available from existing water facilities, at locations designated by the Owner. The Contractor shall make all necessary arrangements and shall provide all necessary hoses, temporary pipework, portable tanks, and other equipment to convey the water to the usage locations.
2. Carefully conserve all water, and do not waste it unnecessarily.
3. Before each water delivery from the existing water facilities, obtain the Owner's prior approval of the time and duration of flow, approximate rate of flow, and approximate volume of water required.

B. Electricity: Owner will provide.

1. Electricity will be available from existing electrical facilities, at location approved by the Owner. The

Contractor shall make all necessary arrangements with local electrical utility company and shall provide all temporary wiring and temporary equipment required to convey the electricity to the usage locations.

2. Carefully conserve all electricity, and do not waste it unnecessarily.
3. Do not overload existing electrical facilities, and do not adversely affect the operation of any existing electrically operated equipment.
4. Remove all temporary electrical work promptly after it is no longer required.

2.2 SANITARY FACILITIES

Not Used

2.3 TEMPORARY CONSTRUCTION

A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, chutes, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

2.4 REMOVING AND REPLACING FENCES, SOD, ETC.

Not Used

2.5 EQUIPMENT AND MATERIALS STORAGE AND PROTECTION

A. Equipment and Materials Which Will Be Installed Indoors: At all times prior to its installation within permanent facility buildings and structures which are sufficiently enclosed to provide adequate weather protection, store this equipment in dry weathertight warehouses or other shelters which will completely protect this equipment from damage by weather and other causes. Obtain Architect's prior approval of proposed storage facilities; plastic wrapping or covering alone will not be considered adequate protection.

1. This includes but shall not be limited to all architectural finish materials and products.

B. Equipment and Materials Which Will be Installed Outdoors: Not Used

C. Payment for Stored Materials and Equipment: No payment will be made for on-site or off-site stored materials and equipment which is not stored as specified above.

D. At Contractor's expense, provide temporary weathertight storage for materials which may be damaged by storage exposed to weather.

2.6 TRAFFIC CONTROL

A. Schedule and perform all work to interfere as little as possible with vehicular traffic flow. Poor planning and gross inconsideration of traffic flow will be just cause for the Owner to stop the Contractor's work until the unsatisfactory conditions have been remedied. Blocking of service driveways and fire lanes is prohibited.

B. Provide safety precautions and warnings in accordance with Shelby County General Conditions of the Contract for Construction.

C. Use only site entrances that have been approved by the Owner for temporary use as Construction Entrances.

2.7 EMERGENCY SUPPLIES

- A. First Aid Kit
- B. Portable Fire Extinguisher

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities, controls, and emergency supplies as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Architect.

END OF SECTION

SECTION 01 66 00
DELIVERY, STORAGE, AND HANDLING

1 GENERAL

1.1 SUMMARY

A. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division 1 of these Specifications.
2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

A. Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.

1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION AND HANDLING

A. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

A. In event of damage to the Owner's property or to work in progress, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the Owner.

B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 GENERAL

1.1 SUMMARY

- A. This section establishes general requirements pertaining to cutting, fitting and patching of the Work required to but not limited to:
1. Make the several parts fit properly;
 2. Uncover work to provide for installing, inspecting or both, of ill-timed work.
 3. Remove and replace work not conforming to requirements of the Architect, Owner, and Owner's Representative(s) Instructions and Documents.
 4. Remove and replace defective work.
 5. Coordinate the work of all subcontractors and do the entire cutting and patching required for the installation of all materials by Contractor, and all other trades.
- B. Related Work:
1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 2. In addition to other requirements specified, upon the Architect, Owner and Owner's Representative(s) request, uncover work to provide for inspection by the Architect, Owner and Owner's Representative(s) of covered work, and remove samples of installed materials for testing.
 3. Do not cut or alter work performed under separate contracts without the Architect, Owner, and Owner's Representative(s) permission.
 4. Refer to any Special Conditions listed in these specifications, particularly in the Project Summary Part of Section 01 11 13 Summary of the Work.

1.2 SUBMITTALS

- A. Request for Architect, Owner and Owner's Representative(s) consent:
1. Prior to cutting which effects structural safety, submit written request to the Architect, Owner and Owner's Representative(s) for permission to proceed with cutting.
 2. Should conditions of the Work, or schedule, indicate a required change or materials or methods for cutting and patching, so notify the Architect, Owner and Owner's Representative(s) and secure his written permission and the required Change Directive prior to proceeding.
- B. Notices to the Architect, Owner and Owner's Representative(s):
1. Prior to cutting and patching performed pursuant to the Architect, Owner and Owner's Representative(s) instructions, submit cost estimate to the Architect and Owner's Representative(s). Secure the Architect, Owner and Owner's Representative(s) approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
 2. Submit written notice to the Architect, Owner and Owner's Representative(s) designating the time the Work will be uncovered, to provide for the Architect, Owner and Owner's Representative(s) observation.
- C. Refer also to Spec Section 01 33 23 Submittals, particularly to any Special Conditions listed there.

1.3 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.

PART 2 PRODUCTS

2.1. MATERIALS

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications.

2.2 PAYMENT FOR COSTS

- A. The Owner will reimburse the Contractor for cutting and patching performed pursuant to a written Change Directive(s), after the Contractor submits claim for such reimbursement. Perform other cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

- 1. Inspect existing conditions, including elements subject to movement or damage during butting, excavating, patching and backfilling.
- 2. After uncovering the work, inspect conditions affecting installation of new work.

B. Discrepancies:

- 1. If uncovered conditions are not as anticipated, immediately notify the Architect, Owner and Owner's Representative(s) and secure needed directions.
- 2. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

3.3 PERFORMANCE

- A. Perform required cutting and patching as required under pertinent other Sections of these Specifications.
 - 1. Perform cutting and patching by methods that will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
 - 2. Perform cutting and patching to avoid non-fitting and non-adjusting of existing or new materials proper finished installation(s) complying with the specified tolerances and finishes of same existing and new materials.

END OF SECTION

SECTION 01 74 23
CLEANING

PART 1 - GENERAL

1.1 SUMMARY

A. Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division 1 of these Specifications.
2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

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

B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

1.1 CLEANING MATERIALS AND EQUIPMENT

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

1.2 COMPATIBILITY

A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

1.1 PROGRESS CLEANING

A. General:

1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste

material from the job site.

4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Re-stack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.1-A-1 above.
3. Maintain the site in a neat and orderly condition at all times.

C. Roof: Daily pick up all scrap, debris, material which may become air borne, and nails and other material which may damage roof if stepped on. Remove such items to the place designated for their storage.

1.2 FINAL CLEANING

A. "Clean," for the purpose of this section, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.1 above.

C. Site:

1. Unless otherwise specifically directed by the Architect, broom clean paved areas on the site and public paved areas adjacent to the site and completely remove resultant debris.
2. Remove all nails and other debris produced by the Work.

D. Roof: Remove all unused nails, scraps, debris, and other unused material.

E. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean Work.

1.3 CLEANING DURING OWNER'S OCCUPANCY

A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Architect in accordance with the General Conditions.

END OF SECTION

SECTION 01 77 19
CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Closeout Procedures
- B. Final Cleaning
- C. Project Record Documents
- D. Operation and Maintenance Data
- E. Warranties and Bonds

1.2 RELATED WORK

- A. Agreement Between Owner and Contractor.
- B. Section 01 11 13 - Summary of the Work.
- C. Section 01 33 23 – Submittals.
- D. Shelby County General Conditions of the Contract for Construction

1.3 CLOSEOUT PROCEDURES

- A. Comply with Shelby County Government for Progress Payment Procedures for issuance of Certificate of Substantial Completion.
- B. When Contractor considers that the Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with contract Documents and ready for the Architect's inspection.
- C. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Architect will issue final Change Directive reflecting approved adjustments to Contract Sum not previously made by Change Directive.
- E. Submit all close-out documents and products to the Architect.

1.4 FINAL CLEANING

- A. Complete prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view; remove ALL temporary labels, stains and foreign substances, clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment.
- C. Thoroughly clean all exterior and interior finishes.
- D. Identify, remove and dispose of all debris and hazardous waste from site. Dispose of materials in compliance with current local, state and federal environmental requirements.

1.5 OPERATION AND MAINTENANCE DATA

- A. Provide names and addresses of manufacturers and suppliers of equipment and materials and general and subcontractors.
- B. Provide data for:
 - 1. Installed Roof System
 - 2. Any other items specifically identified in individual specification sections of this Project Manual.

C. Submit four (4) sets prior to final inspection, bound in 8-1/2" x 11" three-ring side binders with durable plastic covers, tabbed with permanent tab markers and identified on face and spine.

1. Part 1: Directory, listing names, addresses and telephone numbers of Architect/Engineer and Contractor(s).
2. Part 2: Operation and maintenance instructions arranged by system. For each system give names, addresses, and telephone numbers of subcontractors and suppliers.

Provide:

- a. Appropriate design criteria.
- b. List of Equipment
- c. Maintenance instructions, identifying required cleaning materials and solutions for removals of (i.e. graffiti, marker ink, efflorescence, Etc.)
- d. Maintenance instructions, to protect finishes.
- e. Shop drawings and product data.
- f. Warranties.

1.6 ADDITIONAL DOCUMENTATION

A. Provide the following documentation in addition to that previously specified:

1. Consent of Surety to Final Payment
2. Contractor's Affidavit of Release of Liens
3. Contractor's Affidavit of Payment of Debts and Claims.
4. Lien Waiver from all Subcontractors.
5. Non-asbestos/lead Certification.

1.7 WARRANTIES AND BONDS

A. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.

B. Submit material prior to final application for payment. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing(s) of ALL Manufacturers Warranties, date(s) of acceptance as start and end of warranty period(s).

C. Manufacturers Warranties:

1. Reference ALL other related specification sections.

D. Contractor Warranties:

1. Provide all Contractor's and subcontractor's materials and workmanship warranties.

1.8 PRODUCTS

A. Provide ALL Products Data with ALL other related product information to the Architect to assist the Owner with the proper maintenance, repair, or replacement re-use of all Products utilized for this Project.

1.9 SPECIAL CERTIFICATION(S)

A. Provide duplicate, notarized copies.

B. Provide certification(s) that products and materials installed are free of asbestos and comply with current local, state and federal requirements regarding use of non-asbestos materials.

C. Provide certification(s) that products and materials installed are free of lead and comply with current local, state and federal requirements regarding use of non-lead materials.

D. Provide copies of all environmentally related permits required, and fee receipts for disposal of hazardous materials from the construction site (if applicable).

1.10 FINAL ACCEPTANCE AND PAYMENT

A. Conform to Contract requirements for Final Completion and Final Payment.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 02 41 19 SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Demolition of existing construction as required to implement the new Work indicated on the drawings. All demolition shall include the removal of those demolished materials from the site and their proper disposal with the exception of items that are to be retained and properly stored for reinstallation by the Contractor or to be returned to the Owner.

1.2 RELATED SECTIONS

- A. Section 01 11 20 - Shelby County Government General Conditions of the Contract for Construction.
- B. Section 01 11 13 - Summary of the Work

1.3 QUALITY ASSURANCE

- A. Contractor Qualifications: Minimum of five years experience in this type of demolition.
- B. Meet the requirements of the local regulatory agencies.
- C. Permit for transporting and disposal of debris.

1.4 JOB CONDITIONS

- A. Protection:
 - 1. Erect barriers, fences, guard rails, enclosures, chutes, dust barriers and shoring to protect personnel, property, structures, and utilities to remain intact.
 - 2. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Except where noted or otherwise instructed, maintain possession of materials being demolished. Immediately remove these materials from site.
- B. Carefully remove, store, and protect all materials and equipment noted on drawings or otherwise instructed to be relocated or returned to the Owner. Repair or replace using matching materials of equal quality, and at no cost to the Owner, all existing materials and construction not designated for removal that become damaged.
- C. Existing marble toilet partitions and wall wainscot material is to be disassembled by the same specialty marble/stone subcontractor that will be used to alter the materials for the new configurations indicated on the plans. This material is historic in nature and shall be treated with extreme care and stored until it is needed during the new construction process.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Demolish designated materials in an orderly and careful manner. Examine the site and building elements shown to be removed and verify the demolition requirements with the Architect prior to beginning the work.
- B. Notify the Shelby County Health Department prior to removal of any hazardous materials. After removal,

notify the Owner that all hazardous materials have been removed and the work space conditions are certified safe by the Contractor's Hazardous Materials Abatement SubContractor.

C. Prior to the commencement of any demolition work on mechanical, plumbing, or electrical systems that are intended to remain and be extended the contractor shall test the systems to determine that they are properly functioning.

D. Coordinate with the Architect to determine and identify all materials, fixtures, hardware, etc. that are of a historic nature. These materials shall be disassembled and handled with extreme care and either reused in the project or returned to the Owner.

3.2 PREPARATION

A. The facility will be occupied during construction. Schedule times for operation of excessively loud or prolonged use of noisy or dust producing equipment with the Owner. Erect and maintain protective safety barriers at all times between building occupants and construction zones.

B. Erect temporary weatherproof closures for exterior building envelope openings.

C. Erect and maintain dustproof partitions capable of preventing the spread of dust, fumes, and smoke to occupied portions of the building. Upon completion of the work, remove partitions and repair damaged surfaces to match adjacent existing surfaces.

3.3 DEMOLITION REQUIREMENTS

A. Perform demolition in accordance with the requirements of applicable authorities having jurisdiction.

B. Repair all demolition performed in excess of that required, at no cost to the Owner.

C. Remove only non-structural elements. Do not cut or alter structural elements without specific authorization from the Architect.

D. Perform all concrete and masonry cutting using power-driven saws to achieve straight, even surfaces. Power impact tools are prohibited from use.

E. Burning of materials on site is not permitted.

F. Remove from site contaminated, vermin infested or dangerous materials encountered and dispose of by safe means so as not to endanger health of workers and public.

G. Carry out demolition work in a manner that will cause as little inconvenience as possible to adjacent occupied building areas and adjacent building construction.

H. Remove demolished materials, tools, and equipment from site upon completion of work. Leave site in a condition acceptable to the Owner.

I. Disconnect and reconnect plumbing, mechanical, and electrical items as required by properly licensed workers to prevent disruption of the operation of the facility. Provide for uninterrupted temporary utility services for all building operations or schedule disconnections for evenings and weekends to avoid disruption of operations.

J. Prior to new construction, final completion of demolition work, all damaged conditions revealed after demolition materials are removed shall be repaired.

K. Disassemble all materials, fixtures, hardware, or other items identified in the examination process to be of a historic nature with extreme care. These items are to either be reused in the new construction process or returned to the owner in the best possible condition.

3.4 CUTTING AND DRILLING

A. Perform cutting with hand tools or with small power-driven tools. Cut holes and slots neatly to size required with the minimum disturbance to adjacent work.

B. Where required, cut round holes in concrete slabs and masonry walls with core drills of required sizes. Saw

cut rectangular holes with power-driven tools.

C. Cover openings temporarily when not in use and patch openings as soon as new work is in place.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1-GENERAL

1.01 REQUIREMENTS

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

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. The following, including latest revisions, are hereby included in and made part of these specifications:

1. American Concrete Institute (ACI):

- a. Except as otherwise specified herein and where appropriate, the ACI Standard ACI 117-90, "Specifications for Tolerances for Concrete Construction and Materials", latest revision, becomes part of this specification as if reproduced herein and is binding as if it were a part of the project specifications.
- b. Except as otherwise specified herein and where appropriate, the ACI Standard ACI 301-99 "Specifications for Structural Concrete for Buildings", latest revision, becomes part of this specification as if reproduced herein and is binding as if it were a part of the project specifications.
- c. The ACI SP2, latest revision, "Manual of Concrete Inspections" and its accompanying references is accepted as standards of good practice and supplement these specifications on matters of standard acceptable practice not fully covered herein.
- d. ACI 315-99, latest revision, "Details and Detailing of Concrete Reinforcement", becomes part of this specification as if reproduced herein and is binding as if it were a part of the project specifications.

2. American Society for Testing Material (ASTM):

- a. Where ASTM or other standards are referenced, furnish a certification from the manufacturer or supplier that the material delivered to the job conforms with the applicable standard.
 - 1) ASTM A 185-97, latest revision, Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement
 - 2) ASTM A 615/A 615M-01, latest revision, Specification for Deformed and Plain-Billet Steel Bars for Concrete Reinforcement
 - 3) ASTM C 33-02a, latest revision, Specification for Concrete Aggregates
 - 4) ASTM C 94/C 94M-00, latest revision, Specification for Ready-Mixed Concrete
 - 5) ASTM C 150-02, latest revision, Specification for Portland Cement
 - 6) ASTM C 330-00, latest revision, Specification for Lightweight Aggregates for Structural Concrete
 - 7) ASTM C 911-99, latest revision, Specification for Quicklime, Hydrated Lime, and Limestone for Chemical Uses

3. American Welding Society (AWS):

- a. AWS D1.1-96, latest revision, "Structural Welding Code - Steel"

4. Memphis Building Code applicable sections.

5. National Ready Mixed Concrete Association (NRMCA)

B. Substitute the words "Designer or his authorized representative" for "Building Official" or similar title of person charged with enforcement in all reference specifications.

C. In case of conflict between the referenced specifications, the one having the most stringent requirement will govern. In case of conflict between the referenced specification and the project specifications, the project specifications govern.

1.03 RELATED WORK

A. This specification applies to all concrete used in conjunction with the construction of exterior walks, ramps, landings, steps, and recycled granite paver support slabs.

PART 2-PRODUCTS

A. Comply with ACI 301-99, latest revision, Section 1.

B. Concrete Materials:

1. ASTM C150-02, latest revision, Type 1 Portland Cement unless otherwise indicated on drawings or specified. Only one brand and type of approved cement for exposed unpainted concrete.
2. Inspect existing concrete sidewalk accent bands adjacent to new ramp installation and coordinate with the new concrete cement mixture, inclusive of Portland Cement and sand color and aggregate selection, for accurate color and texture match.
3. Use a qualified independent testing agency for preparing and reporting proposed mixture designs on laboratory trial mixtures.

C. Admixtures:

1. Conform to ACI 301-99, latest revision, Section 4, paragraph 4.2.1.4 and Section 8, paragraph 8.2.1.2.
2. Air entrainment will be used in all exterior exposed concrete conforming to ACI 301-99, latest revision, Section 4, paragraph 4.2.2.4 and Table 4.2.2.4.
3. Use an approved water-reducing and retarding admixture conforming to ASTM C 911-99, latest revision, when temperature of atmosphere at time of placing exceeds 65 degrees F.

D. Calcium chloride will not be used on this project.

E. Aggregates:

1. ASTM C 33-02a, latest revision, and ASTM C 330-00, latest revision.
 - a. Local aggregates which have shown by test and by actual service to provide satisfactory qualities may be used when approved by the Designer.
2. Inspect washed accent bands and smooth walking surfaces on existing concrete sidewalk adjacent to new ramp installation and coordinate with the new aggregate selection for an accurate color, size, and texture match.

F. Water:

1. ASTM C94/C 94M and potable.

G. Reinforcement:

1. Conform to ACI 301-99, latest revision, Section 3.
2. ASTM A 615/A 615M-96a, A 616/A 616M-96a, or A 617/A 617M-96a, latest revisions, Grade 40, unless otherwise specified on the drawings.
3. Welded wire fabric:
 - a. ASTM A185-90a, latest revision, Grade 60.
4. Fibrous concrete reinforcing:
 - a. Refer to SECTION 03241: FIBROUS CONCRETE REINFORCING.

H. Metal Accessories:

1. As required by ACI 315-99, latest revision.

2.02 QUALITY AND PROPORTIONING

- A. Conform to Section 1, ACI 301-99, latest revision.

B. Strength:

1. Provide ultimate strength type 4,000 psi minimum strength at 28 days or as indicated on the drawings or specified in the above referenced sections.

C. Slump:

1. Conform to ACI 301-99, latest revision, Section 4, paragraph 4.2.2.2 and ACI 117-90, latest revision, Section 2, paragraph 2.5.1.

2.03 REINFORCEMENT FABRICATION

- A. Conform to Section 3, ACI 301-99, latest revision.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Conform to Section 2, ACI 301-99, latest revision.

B. Design, erect, shore, brace, and maintain formwork to support vertical, lateral, static, and dynamic loads and construction loads until structure can support such loads.

C. Construct forms tight enough to prevent loss of concrete mortar and fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces.

D. Set edge forms, bulkheads, and slab insets to achieve required elevations and slopes in finished concrete surfaces.

E. Do not use patched or damaged forms for exposed concrete surfaces. Align and secure joints to prevent offsets in the finished work. Apply form release agent to formwork prior to placing concrete and do not remove the forms until the concrete is hard enough not to be damaged by the form removal operations.

3.02 REINFORCEMENT PLACING

- A. Conform to Section 3, ACI 301-99, latest revision.
- B. Refer to SECTION 03241: FIBROUS CONCRETE REINFORCING.

3.03 EMBEDDED ITEMS

- A. Conform to Section 3, ACI 301-99, latest revision.

3.04 PRODUCTION OF CONCRETE

- A. Conform to Section 4, ACI 301-99, latest revision.
- B. Ready mixed concrete will conform to ASTM C 94/C 94M-00, latest revision.
 - 1. Proof of compliance will be NRMCA Certification or other evidence as approved by the Designer.
- C. Seasonal:
 - 1. Conform to the requirements of ACI 301-99, latest revision, Section 4, paragraph 4.2.2.7.
 - 2. Winter:
 - a. Minimum as-placed temperature of concrete will be 50 degrees F. when mean temperature falls below 40 degrees F.
 - 3. Summer:
 - a. Cool ingredients before mixing if necessary to maintain maximum placing temperature of concrete at 90 degrees F.

3.05 CONCRETE PLACING

- A. Conform to Section 5, ACI 301-99, latest revision.

3.06 REPAIR OF SURFACE DEFECTS

- A. Conform to ACI 301-99, latest revision, Section 5, paragraph 5.3.7.

3.07 FINISHING OF FORMED SURFACES

- A. Conform to Section 5, ACI 301-99, latest revision.
 - 1. All permanently exposed concrete not receiving a textured washed aggregate finish matching the existing adjacent sidewalk accent bands will have a "smooth rubbed finish", conforming to ACI 301-99, latest revision, Section 5, paragraph 5.3.3.4.a, unless otherwise specified in an above referenced section or indicated on the drawings.
 - 2. Rubbed Finish: Apply to exposed concrete surfaces not receiving the textured washed aggregate finish to match the adjacent sidewalk accent bands. Not more than one day after form removal, moisten concrete surfaces and rub with carborundum brick or other abrasive until producing a uniform color and texture. Do not apply

cement grout other than that created by the rubbing process.

3.08 CURING AND PROTECTION

A. Conform to ACI 301-99, latest revision, Section 5, paragraph 5.3.6.

1. The method of curing will be one approved by the Designer.
2. Do not use curing compounds on any surface against which additional concrete or other cementitious finishing material are to be bonded.
3. Temperature:
 - a. Conform to ACI 301-99, latest revision, Section 4, paragraph 4.2.2.7 and Section 5, paragraph 5.3.2.1.
4. Cutting Holes:
 - a. Cut holes, where necessary, where specifically approved through existing or new concrete slabs or walls with a rotary- type concrete drill in such a manner as not to spall the under or back side of the concrete. Where larger holes are required, chip through the concrete one-half way from each side to avoid spalling and damaging the surrounding concrete.

3.09 EVALUATION OF CONCRETE STRENGTHS

A. Conform to Section 4, ACI 301-99, latest revision, and Sections 6, 7, 8 and 9 where applicable for specific type of concrete.

3.10 ACCEPTANCE OF STRUCTURE

A. Conform to Section 4, ACI 301-99, latest revision, and Sections 6, 7, 8 and 9 where applicable for specific type of concrete.

3.11 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated.

2. Form keyed joints as indicated.

C. Contraction Joints in Slabs on Grade: Form weakened plane contraction joints sectioning concrete surface into area as indicated. Construct contraction joints for a depth to at least one fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of a joint to a radius of 1/8".

2. Sawed joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond rimmed blades.

D. Isolation Joints in Slabs on Grade: After removal of form work, install joint filler strips at slab junctions with vertical surfaces. On top of the filler strips install a one part pourable polyurethane self leveling sealant material to a depth of approximately 3/4".

E. Doweled Joints: Install dowel bars and support assemblies as indicated. Lubricate or asphalt coat one half of dowel length to prevent concrete bonding to one side of joint.

END OF SECTION

SECTION 06 10 53
MISCELLANEOUS ROUGH CARPENTRY

1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Wood blocking, nailers, and miscellaneous wood rough carpentry.

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 1” inch nominal or greater in thickness but not greater than 12 inches nominal in width.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NHLA: National Hardwood Lumber Association.
3. NLGA: National Lumber Grades Authority.
4. SPIB: The Southern Pine Inspection Bureau.
5. WCLIB: West Coast Lumber Inspection Bureau.
6. WWPA: Western Wood Products Association.

1.4 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

1.5 QUALITY ASSURANCE

A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited (Forest Stewardship Council) certification body to comply with FSC 1.2, "Principles and Criteria":

1. Miscellaneous lumber.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

B. Deliver interior wood materials that are to be exposed to view only after building is enclosed and weatherproof, wet work other than painting is dry, and HVAC system is operating and maintaining temperature and humidity at occupancy levels.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWWA C2.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, waterproofing, masonry, and concrete.

2.3 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 15 percent maximum moisture content and any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Hem-fir; WCLIB, or WWPA.
5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
6. Western woods; WCLIB or WWPA.
7. Northern species; NLGA.
8. Eastern softwoods; NeLMA.

C. For blocking not used for attachment of other construction Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1.
- G. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- C. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- D. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
1. Use inorganic boron for items that are continuously protected from liquid water.
 2. Use copper naphthenate for items not continuously protected from liquid water.
- E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
1. NES NER-272 for power-driven fasteners.
 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.
 4. Table 2305.2, "Fastening Schedule," in BOCA's BOCA National Building Code.
 5. Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code.
- F. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise

indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading in accordance with applicable building codes and roofing manufacturers specifications. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.
- D. Secure shims simultaneously with overlying solid wood nailer. Shim material must be continuous. Spaced shims are not acceptable.

3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA registered label.

END OF SECTION

SECTION 07 92 00
SEALANTS AND CAULKING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Substrata surface preparation.
- B. Sealant and Caulking backing.
- C. Sealant and Caulking for general construction.

1.2 RELATED SECTIONS

- A. Related Sections include the following:
 - 1. Section 06 10 53 Miscellaneous Rough Carpentry
 - 2. Section 09 90 00 Painting and Coating
 - 3. Section 03 30 00 Cast In Place Concrete

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 23.
- B. Manufacturers literature describing materials and application recommendations including requirements for joint preparation and primers.
- C. Samples:
 - 1. Submit material and color samples.

1.4 WARRANTY

- A. Warranty period for this work is for two years for cracking, spalling, leaching, delamination, disintegration, and durability by the manufacturer and applicator for material and workmanship.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Tremco Incorporated, Beachwood, OH.
- B. Pecora Corporation, Harleysville, PA.
- C. Sonneborn Building Products, Chem Res Inc., Minneapolis, MN.
- D. Firestone, Carmel, IN.

2.2 MATERIALS

- A. Exterior and interior joints subject to movement gun-grade polyurethane sealant shall be one of the following types:
 - 1. Tremco "Vulkem 921".
 - 2. Pecora "Dynatrol I-XL".
 - 3. Sonneborn "Sonolastic NP 2".
- B. Interior/Exterior self-leveling polyurethane for horizontal joints shall be one of the following types:
 - 1. Firestone "Pourable Sealant".
 - 2. Tremco "Vulkem 45".
 - 3. Pecora "NR-201 Urexpan".
 - 4. Sonneborn "Sonolastic SL1".

C. Joint Filler: Shall be ethafoam backer rod extruded polyurethane foam as manufactured by Dow Chemical Corporation. In joints too small to use rod type backing material, architectural release tape shall be substituted.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify joint dimensions, physical, and environmental conditions are acceptable to receive work of this section.
- B. Beginning of installation means acceptance.

3.2 PREPARATION

- A. Clean, prepare, and size joints in accordance with manufacturers instructions. Remove any loose materials and other foreign matter which might impair adhesion of sealant.
- B. Verify that joint shaping materials and release tapes are compatible with sealant.
- C. Examine joint dimensions and size materials to achieve required width/depth ratios.
- D. Use joint filler to achieve required joint depths, to allow sealants to perform properly.
- E. Use bond breaker where required.

3.3 INSTALLATION

- A. Perform work in accordance with ASTM C804 for solvent release and C790 for latex base sealants.
- B. Install sealant in accordance with manufacturers instructions.
- C. Apply sealant within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
- D. Tool joints concave or as indicated.
- E. Joints: Free of air pockets, foreign embedded matter, ridges, and sags.

END OF SECTION

SECTION 09 20 00
PLASTER & GYPSUM BOARD

PART 1 - GENERAL

- 1.01 SCOPE:
Furnish all labor, materials, tools, equipment and scaffolding required to complete the installation and joint treatment of the following:
- A. Non-bearing gypsum drywall partitions where called for on the drawings.
 - B. Gypsum drywall ceilings and furrdowns.
- 1.02 RELATED WORK:
- A. Section 06 10 53 - Miscellaneous Rough Carpentry
 - B. Section 09 22 16 - Non Structural Metal Framing
 - C. Section 09 90 00 - Painting
- 1.03 QUALITY ASSURANCE:
- A. The manufacturer's recommended methods of installation, when approved, will be the basis for acceptance or rejection of actual installation methods used in this work.
 - B. Use only skilled and experienced gypsum wallboard installers for laying up the gypsum board, fastening, taping and finishing.
- 1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING:
- A. Deliver products and materials in original unopened packages, containers, or bundles with manufacturer's label intact and legible.
 - B. Store materials inside under cover, stack flat, and off the floor.
- 1.05 ENVIRONMENTAL CONDITIONS:
During cold weather, in areas receiving wallboard installation, maintain temperature range between 55° F to 70° F for twenty-four [24] hours before, during and after gypsum wallboard and joint treatment application.

PART 2 - PRODUCTS

- 2.01 MATERIALS:
- A. Non-fire rated board shall be ½" thick with long edges beveled.
 - B. Refer to Section 09 30 00 Tiling for cementitious backer board material
 - C. Joint Treatment Materials:
 - 1. Joint tape must be perforated, as manufactured by U.S. Gypsum, or equal.
 - 2. Joint compound will be ready-mixed, as manufactured by U.S. Gypsum, or equal.
 - 3. Adhesives must be laminating adhesive, Type A.
 - D. Accessories:
 - 1. Casing beads must be 24-gauge, galvanized steel, square and equal to U.S.G. No. 400 or National Gypsum No. 500.
 - 2. Corner beads must be 25-gauge, galvanized steel 1" x 1¼" Dura-Bead.
 - 3. Fasteners:

- a. Metal studs (where specified) will be self-drilling, self-tapping, Phillips recess bugle head screw, rustproof, for use with power driven tool.
 - b. Wood studs or furrings (where specified) will be annular ring nail, bright finish, medium diamond point of length, gauge and spacing recommended by the wallboard manufacturer.
- E. Framing:
- 1. Section 09 22 16 - Non Structural Metal Framing.
 - 2. Section 06 10 53 - Miscellaneous Rough Carpentry
- F. Blocking:
- Adequate blocking, headers and supports for lighting and plumbing fixtures, including wall-hung accessories, together with all furring strips, wood ground and wood or metal spacers used in drywall systems.

PART 3 - EXECUTION

3.01 INSPECTION PRIOR TO WALLBOARD INSTALLATION:

- A. Check framing for accurate spacing and alignment not to exceed maximum allowable for thickness of wallboard to be used.
- B. Check for necessary blocking and supports for items and equipment of other sections.

3.02 INSTALLATION OF WALLBOARD SYSTEMS:

- A. Screw Stud Systems:
 - 1. Install wallboard vertical centering abutting edges over the stud flanges. For non-fire-rated construction, locate all attaching screws 12" O.C. every stud. For fire-rated construction, space screws 12" O.C. in the field and 8" centers along the vertical abutting edges. Vertical joints shall alternate on each side of the wall.
- B. Application of Wallboard:
 - 1. Use wallboard of maximum lengths to minimize end joints.
 - 2. Stagger end joints when they occur.
 - 3. Abut wallboard without forcing.
 - 4. Meat-fit ends and edges of wallboard.
 - 5. Do not place butt ends against tapered edges.
 - 6. Support ends and edges of wallboard panels on framing or blocking members.
 - 7. Coordinate with caulking details at all sound walls.
- C. Metal Accessories:
 - 1. Where gypsum board abuts dissimilar materials, terminate with casing bead.
 - 2. Provide accessory beads at drywall edges exposed to view.
 - 3. Bring edge of accessories to true line, plumb, level and straight.
 - 4. Connect lengths of accessories as recommended by manufacturer to assure a continuous line.
 - 5. Fasten at both ends and maximum twelve [12"] inches C.C. along side.
 - 6. Provide corner bead at wallboard external angles and corners where wallboard is on both sides of angle.
- D. Joint and Corner Finishing:

1. Joint compound and topping compound shall be mixed in accordance with printed instructions contained on the package. A uniform thin layer of joint compound shall be applied over the joint approximately four [4"] inches wide. The tape shall be centered over the joint and embedded into the compound leaving sufficient compound under the tape to provide proper bond. Ceiling and inside corner angles shall be reinforced with the tape folded to conform to the angle and embedded into the compound. Exterior angles will be Dura-Bead. After compound is thoroughly dry the tape shall be covered with a coat of joint compound or topping compound spread over the tape, approximately three [3"] inches on corners shall be coated with at least one coat of compound with edges feathered out.
2. All nail or screw heads or dimples shall receive the same treatment as the joints, less the tape.
3. Flanges of wallboard corner bead shall be concealed by at least two [2] coats of compound, feathered out at least 9" on both sides of the exposed metal nose. Allow each application of compound to joints and nail heads to dry, then sand, if necessary, and ready for finish.
4. All gypsum board surfaces shall be prepared by this section and for painting as set forth in Section 09 90 00 - Painting. No painting may begin until all walls have been accepted by the Architect.

3.03 CLEAN-UP:

Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut ends and debris.

END OF SECTION

SECTION 09 22 16
NON STRUCTURAL METAL FRAMING

PART 1 - GENERAL

- 1.01 DESCRIPTION:
Provide metal support system as indicated.
- 1.02 RELATED WORK:
Section 06 10 53 - Miscellaneous Rough Carpentry
Section 09 20 00 - Plaster and Gypsum Board
- 1.03 STANDARD SPECIFICATIONS:
Conform with requirements of the following standard specifications, except as modified and supplement herein.
- A. Framing:
Specifications for the Installation of Steel Framing Members to Receive Screw Attached Gypsum Wallboard and Backing Board, ANSI A97.2
- 1.04 SUBMITTALS:
- A. Samples:
Submit samples of anchors and ties for approval.
- B. Product Data:
Submit manufacturer's published literature for specified products and accessories as applicable, including manufacturers' specifications, physical characteristics and performance data. Submit as supplement, manufacturers' instructions and directions for application if not included in manufacturers' published literature.

PART 2 - PRODUCTS

- 2.01 FURRING CHANNELS:
- A. Steel Furring Channels for Gypsum and Cementitious Board attachment: Hat-shaped steel channel with hemmed legs, 7/8" depth, 25-gauge roll-formed electrogalvanized steel, type for drywall attachment with screws.
- B. Steel Wall Framing Studs and Floor/Ceiling Tracks for Gypsum and Cementitious Board attachment: "C" shaped steel studs and track members with hemmed legs, 25- gauge roll-formed electrogalvanized steel sized for applications indicated on the plans, type for drywall attachment with screws.
- 2.02 ACCESSORIES:
Provide all incidental and accessory materials required for erection of framing systems, including

anchors, fasteners and clips as required for standard installation specifications.

2.03 FABRICATION:

Fabricate all components of framing systems in accordance with standard specifications; cut to accurate sizes and lengths as required for satisfactory erection as indicated.

2.04 SPECIAL FEATURES:

A. Blocking and Bracing:

Wood blocking and bracing, where indicated is specified in Section 06 10 53. Provide metal blocking and bracing in framed partitions as required for rigidity and stability including door frames, wall stops for doors and other surface-mounted items.

PART 3 - EXECUTION

3.01 INSPECTION

A. Start of work under this section shall constitute acceptance of surfaces as satisfactory to receive new work.

3.02 ERECTION AND INSTALLATION

A. Metal Stud and Furring Channel Walls:

1. All partitions shall be aligned accurately according to the floor plans. Floor and ceiling runners will be securely attached at 16" oc to concrete slabs with concrete power driven anchors as required for a sound, plumb, and secure installation.

2. Studs shall be positioned vertically in the runners, with spacing as indicated. Anchor all studs to runner flanges with piercing lock fastener or by positive screw attachment with 3/8" Type "S" pan head screws through each stud and runner flange. When necessary to splice studs, nest together with a minimum of 8" overlap and attach with two screws in each flange leg.

3. All openings shall receive double studs at jambs and heads.

4. Provide double 18 GA metal studs at 6" maximum from door jambs where solid core wood doors are scheduled.

5. Studs shall be located no more than 2" from door frame jambs, finished opening jambs, partition corners, and partition ends.

6. Studs shall be securely anchored to the jamb and head anchor clips of each door frame by bolt or screw attachment. Over metal door frames install a cut to length section of runner with flanges slit and web bent to allow flanges to overlap adjacent vertical studs and securely screw attach to adjacent studs. A cut to length stud extending from door frame header to ceiling runner shall be positioned at vertical joints at jambs and at 16" oc across header.

7. All conditions not specifically addressed in this specification section shall be installed per manufacturers direction.

B. Supplementary Framing:

1. install framing, runners, furring, blocking and bracing at openings and terminations in the work and in locations as required to support fixtures, equipment, or other work which cannot be adequately

supported by the wall board alone.

2. Install framing and furring and associated gypsum board assemblies to conceal piping, conduits and other services.
3. Where piping is to run in walls cut holes in the studs to align at proper height for piping.

END OF SECTION

SECTION 09 30 00
TILING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Cementitious backer board tile substrate.
- D. Stone thresholds.
- E. Ceramic accessories.

1.02 RELATED REQUIREMENTS

- A. Section 09 20 00- Plaster and Gypsum Board
- B. Section 09 22 16 - Non Structural Metal Framing

1.03 REFERENCE STANDARDS

- A. ANSI A108 Series/A118 Series/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium); 2005.
 - 1. ANSI A108.1a - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2005.
 - 2. ANSI A108.1b - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex Portland Cement Mortar; 1999 (R2005).
 - 3. ANSI A108.1c - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex Portland Cement Mortar; 1999 (R2005).
 - 4. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile-Setting Epoxy Adhesive; 1999 (R2005).
 - 5. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar; 1999 (R2005).
 - 6. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy; 1999 (R2005).
 - 7. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 1999 (R2005).
 - 8. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 1999 (R2005).
 - 9. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 1999 (R2005).
 - 10. ANSI A108.11 - American National Standard for Interior Installation of Cementitious Backer Units; 1999 (R2005).
 - 11. ANSI A118.7 - American National Standard Specifications for Polymer Modified Cement Grouts for Tile Installation; 1999 (R2005).
 - 12. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for

Cementitious Backer Units; 1999 (R2005).

B. TCA (HB) - Handbook for Ceramic Tile Installation; Tile Council of North America, Inc.; 2007/2008.

1.04 SUBMITTALS

- A. See Section 01 33 23 Submittals, for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, sealants, and accessories. Include for using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
 - 1. Contractor is responsible for coordinating tile installation with building construction expansion joints, saw cut joints, control joints, and cold joints whether or not cleavage membrane is specified herein. All tile work to be in accordance with referenced standards including tile control joints as required by field conditions.
- D. Samples: Mount tile and apply grout on two plywood panels, minimum 24 x 48 inches in size illustrating pattern, color variations, and grout joint size variations.
- E. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of TCA Handbook and ANSI A108 Series/A118 Series on site.
- B. Installer Qualifications: Company specializing in performing tile installation, with minimum of 5 years of documented experience.

1.06 MOCK-UP

- A. See Section 01 33 23 - Submittals, for general requirements for mock-up.
- B. Construct tile mock-up where indicated on the drawings, incorporating all components specified for the location.
 - 1. Minimum size of mock-up is indicated on the drawings.
 - 2. Approved mock-up may remain as part of the Work.

1.07 PRE-INSTALLATION MEETING

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

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.09 FIELD CONDITIONS

- A. Do not install adhesives in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

1.10 EXTRA MATERIALS

- A. Provide 10 sq. ft of each size, color, and surface finish of tile specified, at least 1 box of each type in marked cartons.

PART 2 PRODUCTS

2.01 TILE

A. Floor Tile

- 1. Manufacturer: DalTile
- 2. Product: Identity series "Fabric" unpolished porcelain tile
- 3. Unpolished porcelain floor tile coefficient of friction : ASTM #C1028, wet less than 0.60, dry less than 0.70
- 4. Size: 12' x 24" (Run stacked bond pattern E/W direction in rooms where occurs)
- 5. Color: As chosen by Architect from full range of colors in chosen series

B. Wall Tile

- 1. Manufacturer: DalTile
- 2. Product: Identity series glazed matte finish ceramic wall tile
- 3. Size: 12" x 24" (Run stacked bond pattern horizontally on wall)
- 4. Color: As chosen by Architect from full range of colors in chosen series

C. FloorTile Base:

- 1. Manufacturer: DalTile
- 2. Product: Identity series "Fabric" unpolished porcelain tile
- 3. Unpolished porcelain floor tile coefficient of friction : ASTM #C1028, wet less than 0.60, dry less than 0.70
- 4. Size: 4' x 24"
- 5. Color: As chosen by Architect from full range of colors in chosen series

2.02 TRIM AND ACCESSORIES

- A. Thresholds: Marble, color selected by Architect from full range of color choices, honed finish; 2 inches wide by full width of wall or opening; 1/2 inch thick; beveled one long edge with radiused corners on top side; without holes, cracks, or open seams. Note: profile must be ADA compliant.

2.03 ADHESIVE MATERIALS

- A. Manufacturers: As selected by tile manufacturer.
 - 1. Laticrete: www.laticrete.com
- B. Organic Adhesive: ANSI A136.1, thinset bond type; use Type I in areas subject to prolonged moisture exposure.

2.04 GROUT MATERIALS

- A. Manufacturers:
 - 1. Laticrete, Inc.: www.laticrete.com
 - 2. Grout: Polymer modified cement grout, sanded, as specified in ANSI A118.7.

2.05 ACCESSORY MATERIALS

- A. Uncoupling Membrane: 1/8 inch thick polyurethane matting with three-dimensional grid structure with dovetail shaped cavities and fleece webbing laminated to the underside to provide a mechanical bond to the substrate adhesive (DITRA). Install DITRA per manufacturers recommendation.
 - 1. Acceptable Product: Schluter Systems "DITRA."
- B. Cementitious Backer Board: ANSI A118.9; High density, cementitious, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners.
- C. Sealant
 - 1. Fungicidal one-part silicone rubber sealant comparable to Dow Corning 782 or 784.
 - 2. Color as selected from the manufacturer's full range.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within the industry tolerances specified for the type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that sub-floor and wall surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor and wall surfaces.
- D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.
- E. Verify that required floor-mounted and wall utilities are in correct location and coordinate with installation.

3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install cementitious backer board as substrate on all wet walls in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of dry-set mortar to a feather edge.
- E. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.03 INSTALLATION - GENERAL

- A. Install tile, thresholds, and grout in accordance with applicable requirements of ANSI A108.1 through A108.13, manufacturer's instructions, and TCA Handbook recommendations.
- B. Provide uncoupling membrane under all tile.
- C. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- D. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- E. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.

- F. Form internal angles square and external angles bullnosed.
- G. Install thresholds where indicated.
- H. Sound tile after setting. Replace hollow sounding units.
- I. Keep expansion joints free of adhesive or grout. Apply sealant to joints.
- J. Allow tile to set for a minimum of 48 hours prior to grouting.
- K. Grout tile joints.
- L. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

3.04 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates install in accordance with TCA Handbook Method F113, dry-set or latex-portland cement bond coat, with standard grout, unless otherwise indicated.
 - 1. Use uncoupling membrane under all tile unless other underlayment is indicated.

3.05 INSTALLATION - WALL TILE

- A. Over interior concrete and masonry install in accordance with TCA Handbook Method W202, thin-set with dry-set or latex-portland cement bond coat, unless otherwise indicated.

3.06 CLEANING

- A. Clean tile and grout surfaces.

3.07 PROTECTION

- A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION

SECTION 09 51 00
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.
- C. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings.

1.02 RELATED WORK

- 1. Closely coordinate installation to accommodate locations of all existing ceiling mounted items to remain or that are to be upgraded and remain in existing locations.

1.03 REFERENCE STANDARDS

- A. ASTM A568 Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements.
- B. ASTM A 641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
- C. ASTM A 653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
- D. ASTM A 1008 Standard Specification for Steel, Sheet, Cold Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
- E. ASTM C 423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
- F. ASTM C 635 Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- G. ASTM C 636 Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- H. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials.
- I. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum.
- J. ASTM E 1111 Standard Test Method for Measuring the Interzone Attenuation of Ceilings Systems.
- K. ASTM E 1264 Classification for Acoustical Ceiling Products.
- L. ASTM E 1477 Standard Test Method for Luminous Reflectance Factor of Acoustical Materials by Use of Integrating-Sphere Reflectometers.
- M. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
- N. ASTM E 119 Standard Test Method for Fire Tests of Building Construction and Material.
- O. International Code Council-Evaluation Services - AC 156 Acceptance Criteria for Seismic Qualification Testing of Non-structural Components
- P. International Code Council-Evaluation Services - Evaluation Report, ESR-1308, Fire- and Nonfire-Resistance-Rated Suspended Ceiling Framing Systems
- Q. ASCE 7 Standard - American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures
- R. CISCA Seismic Zones 3 & 4 - Ceilings and Interior Systems Construction Association Guidelines for Seismic Restraint for Direct Hung Suspended Ceiling Assemblies
- S. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2006.

- T. ASTM E 580/E 580M - Standard Practice for Application of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Requiring Seismic Restraint; 2006.
- U. Ceilings and Interior Systems Contractors Association (CISCA) - Acoustical ceilings: Use and Practice.
- V. ASTM E 1264 - Standard Classification for Acoustical Ceiling Products; 1998 (Reapproved 2005).

1.04 SYSTEM DESCRIPTION

- A. Suspension system to rigidly secure acoustical ceiling system including integral mechanical and electrical components with maximum deflection of 1/360.
- B. Provide laterally restrained supports for Seismic Zone in accordance with ASTM E580 requirements.

1.05 SUBMITTALS

- A. See Section 01 33 23 - Submittals
- B. Shop Drawings: Layout and details of acoustical ceilings. Show locations of items which are to be coordinated with, or supported by the ceilings.
- C. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.
- D. Samples: Submit two samples minimum 6 inch x 6 inch samples of specified acoustical panel; 8 inch long samples of exposed wall molding and suspension system, including main runner and 4 foot cross tees.
- E. Certifications: Manufacturer's certifications that system complies with specified requirements:
 - 1. For seismic performance: International Code Council Evaluation Report, ESR-1308.
 - 2. For acoustical performance, each carton of material must carry an approved independent laboratory classification of NRC, CAC, and AC.
- F. If the material supplied by the acoustical subcontractor does not have an Underwriter's Laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the architect's or owner's discretion. All products not conforming to manufacturer's current published values must be removed, disposed of and replaced with complying product at the expense of the Contractor performing the work.
- G. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.

1.06 QUALITY ASSURANCE

- A. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience.
- B. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience.
- C. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer.
- D. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
 - 1. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E 1264 for Class A products.
 - a. Flame Spread: 25 or less
 - b. Smoke Developed: 50 or less
- E. Seismic Performance: Provide acoustical ceiling system that has been evaluated by an independent party and found to be compliant with the 2006 International Building Code, Seismic Category D.

1. Tested per International Code Council - Evaluation Services - AC 156 Acceptance Criteria for Seismic Qualification Testing of Non-structural Components as evidenced by International Code Council Evaluation Report, ESR-1308.
 - F. Coordination of Work: Coordinate acoustical ceiling work with installers of related work including, but not limited to building insulation, gypsum board furrdowns, light fixtures, mechanical systems, electrical systems, and sprinklers.
- 1.07 REGULATORY REQUIREMENTS
- A. Conform to applicable code for combustibility and seismic requirements for materials and lateral restraint.
- 1.08 PROJECT CONDITIONS
- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.
 - B. Space Enclosure:
 1. Building areas to receive ceilings shall be free of construction dust and debris. Products with HumiGuard Plus performance and hot dipped galvanized steel, aluminum or stainless steel suspension systems can be installed up to 120°F (49°C) and in spaces before the building is enclosed, where HVAC systems are cycled or not operating. Cannot be used in exterior applications where standing water is present or where moisture will come in direct contact with the ceiling.
- 1.09 SEQUENCING
- A. Not used
 - B. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
 - C. Install acoustical units after interior wet work is dry.
- 1.10 EXTRA MATERIALS
- A. See Section 01 60 00 - Product Requirements, for additional provisions.
 - B. Provide 2 cartons/boxes of each type of acoustical unit for Owner's use in maintenance of project. Each carton/box shall be labeled identifying the type of ceiling tile.
 - C. Provide quantity of each exposed suspension component equal to 2.0 percent of amount installed.
- 1.11 DELIVERY, STORAGE, AND HANDLING
- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
 - B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
 - C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.
- 1.12 WARRANTY
- A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace acoustical panels that fail within the warranty period. Failures include, but are not limited to:
 1. Acoustical Panels: Sagging and warping
 2. Grid System: Rusting and manufacturer's defects

- B. Warranty Period:
 - 1. Acoustical panels: Ten (10) years from date of substantial completion.
 - 2. Grid: Ten (10) years from date of substantial completion.
 - 3. Acoustical panels and grid systems with HumiGuard Plus or HumiGuard Max performance supplied by one source manufacturer is fifteen (15) years from date of substantial completion.
- C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Armstrong World Industries:<http://www.armstrong.com/>

2.02 ACOUSTICAL UNITS

- A. ACT -1
 - 1. Armstrong World Industries: Classic Fine Textured Drop Panel - White
 - a. 24" x 24" x 3/4"
 - b. NRC:0.70
 - 2. Substitutions: See Section 01 31 13 Project Coordination.

2.03 SUSPENSION SYSTEM(S)

- A. Manufacturers:
 - 1. Same as for acoustical units.
 - 2. Substitutions: See Section 01 31 13 Project Coordination..
- B. Metal Suspension System:
 - 1. Armstrong World Industries: As required for type of ceiling tile used - white
 - 2. Substitutions: See Section 01 31 13 Project Coordination.
- C. Suspension Systems - General: ASTM C 635
- D. Components: Main beams and cross tees In accordance with the International Building Code, Section 1621 for Category D as described in ESR-1308.
 - 1. Structural Classification: ASTM C 635, Heavy Duty.
 - 2. Color: White and match the actual color of the selected ceiling tile, unless noted otherwise.
- E. Attachment Devices: In accordance with the International Building Code, Section 1621 for Category D.
- F. Wire for Hangers and Ties: In accordance with the International Building Code, Section 1621.
- G. Wall Moldings: In accordance with the International Building Code, Section 1621 for Category D or method as described in ESR-1308.
 - 1. Nominal 7/8 inch x 7/8 inch hemmed, pre-finished angle molding (7800) (7802) (7803) (780036) (HD7801)
 - 2. Nominal 15/16 inch x 15/16 inch hemmed, pre-finished angle molding (7809)
- H. Accessories:
 - 1. Touch-up Paint: Type and color to match acoustical and grid units.
 - 2. Hold down Clips: Compatible with suspension system

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders, and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.
- B. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.
 - 1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

3.03 INSTALLATION - SUSPENSION SYSTEM

- A. Install system in accordance with ASTM E580.
- B. Install system capable of supporting imposed loads to deflection of 1/360.
- C. Locate system on room axis according to reflected plan.
- D. Install after major above ceiling work is complete. Coordinate the location of hangers with other work.
- E. Provide hangers and inserts as required to attach to concrete structure, pig-tailed loops cast in new concrete, 3/16" power driven eye pin or eye screw in lead expansion shield in existing.
- F. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- G. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- H. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability. Support fixture loads by supplementary hangers located within 6 inches of each corner; or support components independently.
- I. Do not eccentrically load system, or produce rotation of runners.
- J. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths. Miter corners. Provide edge moldings at junctions with other interruptions.
- K. Provide additional slack hangers, one at each corner, for all lay-in light fixtures or positively attach to grid system. Support pendant fixtures with No. 9 gauge wire.
- L. Provide additional bracing and supports as required to meet applicable seismic codes.
- M. Install suspension system in accordance with ASTM C626, manufacturer's instructions and as supplemented in this section.
- N. Install suspension system and panels in accordance with the International Building Code, Section 1621, except as noted in Section 4.4.3.1 of ESR-1308, and with the authorities having jurisdiction.
- O. ESR-1308, Section 4.4.3.1, Alternate Seismic Design Category D Installation: Under this installation, the runners must be rated heavy-duty and have a minimum simple span uniform load of 16.35 pounds per lineal foot (238 N/m); maximum ceiling weight permitted is 1.80 pounds per square foot (8.78 kg/m²).
 - 1. The BERC-2 clip is used to secure the main runners and cross runners on two adjacent walls to the structure and the two opposite walls to the perimeter trim, as detailed below. A nominal 7/8-inch (22 mm) wall molding is used in lieu of the 2-inch (51 mm) perimeter supporting closure angle required by Section 9.6.2.6.2.2 (b) of ASCE-7 for Seismic Design Categories D. Except for the use of the BERC-2 clip and the 7/8-inch (22 mm) wall molding and elimination of spreader bars, installation of the ceiling system must be as prescribed by the applicable code.
 - 2. The BERC-2 clip is attached to the wall molding by sliding the locking lances over the hem of the

vertical leg of the wall molding. Clips installed on the walls where the runners are fixed are attached to the runner by a sheet metal screw through the horizontal slot in the clip into the web of the runner.

3. Clips installed on the walls where the runners are not fixed to the runner allow the terminal runner end to move 3/4 inch (19.1 mm) in both directions. BERC-2 clips installed in this manner are an acceptable means of preventing runners from spreading in lieu of spacer bars required in CISCA 3-4, which is referenced in ASCE 7, Section 9.6.2.6.2.2, which is referenced in IBC Section 1621.
- P. The SJCG Seismic Separation Joint Clip is to be installed per the manufacturer's instructions, CS-3815.
- Q. The presence of a hanger wire within 3 inches of an expansion relief joint as called for in ASTM C636 shall be required in addition to the requirements of the International Building Code, Section 1621.2.5 and with the authorities having jurisdiction.
- R. For reveal edge panels: Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces.
- S. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.

3.04 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Install acoustical panels in coordination with suspended system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces. Support edges by wall moldings.
- C. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- D.
- E. Install units after above-ceiling work is complete.
- F. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- G. Cutting Acoustical Units:
 1. Make field cut edges of same profile as factory edges.
 2. Double cut and field paint exposed reveal edges.
- H. Where round obstructions occur, provide preformed closures to match perimeter molding.
- I. Install hold-down clips on panels within 20 ft of an exterior door.

3.05 ERECTION TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

3.06 FIELD QUALITY CONTROL

- A. Suspended ceiling shall be subject to the special inspection requirements in Section 01 45 33 - Code-Required Special Inspections and Procedures.

3.07 ADJUSTING AND CLEANING

- A. Replace damaged and broken panels.
- B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

3.08 SEISMIC REQUIREMENTS

- A. Installation must conform to CISCA for Seismic Zone D

- B. Installation must conform to Cisca recommendations
 - 1. Minimum 2" wall molding
 - 2. Grid must be attached to two adjacent walls -opposite walls must have a 3/4" clearance
 - 3. Ends of main beams and cross tees must be tied together to prevent their spreading
 - 4. Heavy-duty grid system
 - 5. Ceiling areas over 1,000 SF must have horizontal restraint wire or rigid bracing
 - 6. Ceiling areas over 2,500 SF must have seismic separation joints or full height partitions
 - 7. Ceilings without rigid bracing must have 2" oversized trim rings for sprinklers and other penetrations
 - 8. Changes in ceiling plane must have positive bracing
 - 9. Cable trays and electrical conduits must be independently supported and braced
 - 10. Suspended ceilings will be subject to special inspection
 - 11. Perimeter support wires

END OF SECTION

SECTION 09 00 00
PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, and other coatings.

1.02 RELATED REQUIREMENTS

- B. *Section 05 50 00 - Metal Fabrications: Shop-primed items.*
- D. *Section 05 52 13 - Pipe and Tube Railings*

1.03 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2003.
- C. ASTM D 4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 1992 (Reapproved 2003).

1.05 DEFINITIONS

- A. Conform to ASTM D 16 for interpretation of terms used in this section.

1.06 SUBMITTALS

- A. See Section 01 33 23 Submittals, for submittal procedures.
- B. Product Data: Provide data on all finishing products, including VOC content.
- C. Samples: Submit two paper chip samples, 6 x 6 in size illustrating range of colors and textures available for each surface finishing product scheduled.

1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 3 years experience.

1.08 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.

1.09 MOCK-UP

- A. See Section 01 33 23 - Submittals, for general requirements for mock-up.
- B. Provide panel, 4 feet long by 4 feet wide, illustrating coating color, texture, and finish.
- C. Provide door and frame assembly illustrating paint coating color, texture, and finish.
- D. Mock-up may remain as part of the Work.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.12 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Supply 1 gallon of each color; store where directed.
- C. Label each container with color in addition to the manufacturer's label.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer.
- C. Listed Below
 - 1. Base Manufacturer: Porter Paints.
- D. Substitutions: See Section 01 33 23 - Submittals

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, except field-catalyzed coatings. Prepare pigments:
 - 1. To a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

2.03 PAINT SYSTEMS - EXTERIOR

Not Used

2.04 PAINT SYSTEMS - INTERIOR

- A. Paint - Wood, Opaque, Alkyd, 3 Coat:
 - 1. One coat: Porter Glyptex Alkyd Pigmented Sealer 135 Series
 - a. Pittsburgh Paints Seal Grip Alkyd Enamel Undercoater 17-956
 - b. Sherwin Williams ProBlock Alkyd Primer B49W820.
 - c. Benjamin Moore Fresh Start Alkyd Enamel Underbody 217.
 - d. Farrell Calhoun Enamel Undercoater 599.
 - 2. Two coats: Porter Glyptex Alkyd Enamel 439 Series
 - a. Pittsburgh Paints Manor Hall Interior Pearl Alkyd 28 Series
 - b. Sherwin Williams ProClassic Interior Alkyd Satin B33.
 - c. Benjamin Moore Dulamel Eggshell Enamel C305.
 - d. Farrell Calhoun Interior Semi-Gloss Alkyd 500 Line.
- B. Paint - Wood, Transparent, Urethane Varnish, No Stain:
 - 1. Self Priming. Do not use sanding sealer.
 - 2. Two coats self priming; Porter Wood Guardian Satin Urethane Varnish 316
 - a. Pittsburgh Paints Rez Interior Satin Polyurethane 77-89
 - b. Sherwin Williams Wood Classics Polyurethane Varnish A67 Series.
 - c. Benjamin Moore Benwood Polyurethane Finish Low Lustre C435.
 - d. Farrell Calhoun Wood Kraft Polyurethane Varnish 1122.
- C. Paint - Wood, Transparent, Urethane Varnish, Stain:
 - 1. Filler coat (for open grained wood only).
 - 2. Two coats; Porter Wood Guardian Interior Oil Stain 300 Series
 - a. Pittsburgh Paints Rez Interior Oil Stain 77-560
 - b. Sherwin Williams Wood Classics Interior Oil Stain A49 Series.
 - c. Benjamin Moore Benwood Penetrating Stain 234.
 - d. Farrell Calhoun Wood Kraft Penetrating Wiping Stains 1110/1400 Line.
 - 3. Two coats Porter Wood Guardian Satin 316;
 - a. Pittsburgh Paints Rez Interior Satin Polyurethane 77-89
 - b. Sherwin Williams Wood Classics Polyurethane Varnish A67 Series.
 - c. Benjamin Moore Benwood Polyurethane Finish Low Lustre C435.
 - d. Farrell Calhoun Wood Kraft Polyurethane Varnish 1122.
- D. Paint - Concrete/Masonry, Latex, 3 Coat:
 - 1. One coat: Porter ACRI-FIL Acrylic Block Filler 896 Series
 - a. Pittsburgh Paints Speedhide Acrylic Block Filler 6-15
 - b. Sherwin Williams Heavy Duty Block Filler B42W46.
 - c. Benjamin Moore Moorcraft Int/Ext Filler 173.
 - d. Farrell Calhoun Interior/Exterior High Solids Block Filler 470.
 - 2. Two coats: Porter Silken Touch Eggshell 999 series
 - a. Pittsburgh Paints Manor Hall 89-6
 - b. Sherwin Williams Super Paint A87 Series.
 - c. Benjamin Moore Regal Eggshell Finish 319.
 - d. Farrell Calhoun Interior Premium Eggshell Latex 370 Series.
- E. Paint - Ferrous Metals, Unprimed, Alkyd, 3 Coat:
 - 1. One coat: Porter Guard Alkyd Metal Primer 272/276 Series

- a. Pittsburgh Paints Speedhide Alkyd Metal Primer 6-208
- b. Sherwin Williams Kromik Metal Primer B50
- c. Benjamin Moore Ironclad Alkyd 163.
- d. Farrell Calhoun Tuff Boy Rust Stop Metal Primer 1024.
- 2. Two coats: Porter Glyptex Urethane Gloss Enamel 4139 Series
- a. Pittsburgh Paints Speedhide Alkyd Gloss Enamel 6-282
- b. Sherwin Williams All Surface Enamel A11 Series.
- c. Benjamin Moore Urethane Alkyd Gloss M22.
- d. Farrell Calhoun Interior High Gloss Alkyd Enamel 580 Series.
- F. Paint - Ferrous Metals, Primed, Alkyd, 2 Coat:
 - 1. Touch-up with One coat: Porter Guard Alkyd Metal Primer 272/276 Series.
 - a. Pittsburgh Paints Speedhide Alkyd Metal Primer 6-208
 - b. Sherwin Williams Kromik Metal Primer E41.
 - c. Benjamin Moore Ironclad Alkyd 163.
 - d. Farrell Calhoun Tuff Boy Rust Stop Metal Primer 1024.
 - 2. Two coats: Porter Glyptex Urethane Gloss Enamel 4139 Series
 - a. Pittsburgh Paints Speedhide Alkyd Gloss Enamel 6-282
 - b. Sherwin Williams All Surface Enamel A11 Series.
 - c. Benjamin Moore Urethane Alkyd Gloss M22.
 - d. Farrell Calhoun Interior High Gloss Alkyd Enamel 580 Series.
- G. Paint - Galvanized Metals, Alkyd, 3 Coat:
 - 1. One coat: Porter Guard Galvanized Metal Primer 290 Series.
 - a. Pittsburgh Paints Speedhide Galvanized Metal Primer 6-209
 - b. Sherwin Williams Galvite HS B50.
 - c. Benjamin Moore Universal Metal Primer M07.
 - d. Farrell Calhoun 100% Acrylic Latex Undercoater 699.
 - 2. Two coats: Porter Glyptex Urethane Gloss Enamel 4139 Series
 - a. Pittsburgh Paints Speedhide Alkyd Gloss Enamel 6-282
 - b. Sherwin Williams All Surface Enamel A11 Series.
 - c. Benjamin Moore Urethane Alkyd Gloss M22.
 - d. Farrell Calhoun Interior High Gloss Alkyd Enamel 580 Series.
- H. Paint - Gypsum Board/Plaster, Latex, 3 Coat: To be 100% Acrylic
 - 1. One Coat: Farrell Calhoun Perfik-Seal Interior Latex Primer/Sealer 380
 - 2. Two Coats: Farrell Calhoun Premium 100% Acrylic Interior 2K Latex SG Epoxy 1200-WB
- I. Paint - Gypsum Board/Plaster, Latex, 3 Coat: (All other walls except wet areas)
 - 1. One coat: Porter Blankit Primer 1129 Series
 - a. Pittsburgh Paints Speedhide Latex Primer 6-2
 - b. Sherwin Williams Prep-Rite Classic Primer B28.
 - c. Benjamin Moore SuperSpec Undercoater & Primer/Sealer 253.
 - d. Farrell Calhoun Waterborne 100% Acrylic Enamel Undercoater 699.
 - 2. Two coats; Porter Silken Touch Eggshell 999 series.
 - a. Pittsburgh Paints Manor Hall Eggshell 89-6
 - b. Sherwin Williams Super Paint A87 Series.
 - c. Benjamin Moore Regal Eggshell Finish 319.
 - d. Farrell Calhoun Interior Premium Eggshell Latex 370 Series.
- J. Paint - Gypsum Board/Plaster Latex 3 Coat (All ceilings except wet areas).
 - 1. One coat: Porter Blankit Primer 1129 Series

- a. Pittsburgh Paints Speedhide Latex Primer 6-2
- b. Sherwin Williams Prep-Rite Classic Primer B28.
- c. Benjamin Moore SuperSpec Undercoater & Primer/Sealer 253.
- d. Farrell Calhoun Waterborne 100% Acrylic Enamel Undercoater 699.
- 2. Two coats: Porter Ceiling Paint 977 Series
 - a. Pittsburgh Paints Premium Ceiling Paint 17-45
 - b. Sherwin Williams Classic 99 Flat Ceiling Paint A27.
 - c. Benjamin Moore Muresco Ceiling White 258.
 - d. Farrell Calhoun Interior Premium Flat Latex Wall Paint 300 Line.
- K. Paint - Gypsum Board/Plaster, Latex, 3 coat, (Wet areas toilet room walls)
 - 1. One coat: Porter Blankit Primer 1129 Series
 - a. Pittsburgh Paints Seal Grip Acrylic Primer 17-921
 - b. Sherwin Williams Prep-Rite Primer B28.
 - c. Benjamin Moore SuperSpec Undercoater & Primer/Sealer 253.
 - d. Farrell Calhoun Waterborne 100% Acrylic Enamel Undercoater 699.
 - 2. Two coats: Porterguard WB Acrylic Epoxy Semi-gloss 9549S
 - a. Pittsburgh Paints Pitt Glaze Acrylic Epoxy 16-551
 - b. Sherwin Williams Water-Based Catalyzed Epoxy B70 Series.
 - c. Benjamin Moore Moorecraft Super Spec Acrylic Epoxy 256.
 - d. Farrell Calhoun 100% Acrylic Waterborne Epoxy 1200 WB.
- L. Paint - Hollow Metal Doors and Frames
 - 1. One coat: Porter Guard Alkyd Metal Primer 272/276 Series
 - a. Pittsburgh Paints Speedhide Alkyd Metal Primer 6-208
 - b. Sherwin Williams Kromik Metal Primer B50.
 - c. Benjamin Moore Ironclad Alkyd 163.
 - d. Farrell Calhoun Tuff Boy Rust Stop Metal Primer 1024.
 - 2. Two coats: Porter Glyptex Alkyd Enamel 439 Series
 - a. Pittsburgh Paints Manor Hall Interior Pearl Alkyd 28 Series
 - b. Sherwin Williams Industrial Enamel B54 Series.
 - c. Benjamin Moore Dulamel Eggshell Enamel C305.
 - d. Farrell Calhoun Interior Semi-Gloss Alkyd 500 Line.
- M. Paint - Painted Concrete Floors
 - 1. Three Coats Porter Glyptex Urethane Gloss Enamel (Self-priming)
 - a. Pittsburgh Paints Speedhide Alkyd Gloss Enamel 6-282
 - b. Sherwin Williams Industrial Enamel B54 Series.
 - c. Benjamin Moore Urethane Alkyd Gloss M22.
 - d. Farrell Calhoun Tuff Boy Int/Ext Floor & Deck Gloss Enamel 700 Line.

2.05 PAINT SYSTEMS -
Not Used

2.06 ACCESSORY MATERIALS

- A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Plaster and Gypsum Wallboard: 12 percent.
 - 2. Plaster and Stucco: 12 percent.
 - 3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
 - 5. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.
 - 6. Concrete Floors: 8 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing coatings that exhibit surface defects.
- D. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- E. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- F. Marks: Seal with shellac those which may bleed through surface finishes.
- G. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- H. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- I. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- J. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- K. Asphalt, Creosote, or Bituminous Surfaces to be Painted: Remove foreign particles to permit adhesion of finishing materials. Apply latex based sealer or primer.
- L. Insulated Coverings to be Painted: Remove dirt, grease, and oil from canvas and cotton.
- M. Concrete Floors to be Painted: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- N. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.

- O. Copper Surfaces to be Painted: Remove contamination by steam, high pressure water, or solvent washing. Apply vinyl etch primer immediately following cleaning.
- P. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- Q. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- R. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- S. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- T. Interior Wood Items to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- U. Interior Wood Items to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- V. Exterior Wood to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- W. Exterior Wood to Receive Transparent Finish: Remove dust, grit, and foreign matter; seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior calking compound after sealer has been applied. Prime concealed surfaces.
- X. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease and dirt.
- Y. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.
- Z. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- C. Apply products in accordance with manufacturer's instructions.
- D. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- E. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- F. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- G. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as for complete hide.
- H. Sand wood and metal surfaces lightly between coats to achieve required finish.
- I. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- J. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

- K. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- 3.04 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT
- A. Not Used
 - B. Paint shop-primed equipment, where indicated.
 - C. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
 - D. Finish equipment, piping, conduit, and exposed duct work in utility areas in colors according to the color coding scheme indicated.
 - E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- 3.05 FIELD QUALITY CONTROL
- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.
 - B. Contractor will provide field inspection.
- 3.06 CLEANING
- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
- 3.07 PROTECTION
- A. Protect finished coatings until completion of project.
 - B. Touch-up damaged coatings after Substantial Completion.
- 3.08 SCHEDULE - SURFACES TO BE FINISHED
- A. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically noted.
 - 2. Fire rating labels, equipment serial number and capacity labels.
 - B. Paint the surfaces described below under Schedule - Paint Systems.
 - C. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
 - 1. Paint all insulated and exposed pipes occurring in finished areas to match background surfaces, unless otherwise indicated.
 - 2. Paint all equipment, including that which is factory-finished, exposed to weather or to view on the roof and outdoors.
 - 3. Paint shop-primed items occurring in finished areas.
 - 4. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
 - 5. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
 - D. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.

END OF SECTION

SECTION 10 28 00
TOILET ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Accessories for toilet rooms

1.02 RELATED REQUIREMENTS

- A. Section 09 30 00 - Tiling

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2009.
- B. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip; 1999 (Reapproved 2009).
- C. ASTM A 269 - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2008.
- D. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2009a.
- E. ASTM A 666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2003.
- F. ASTM B456 - Standard Specification for Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium; 2003 (Reapproved 2009).
- G. ASTM C1036 - Standard Specification for Flat Glass; 2006.
- H. ASTM C 1503 - Standard Specification for Silvered Flat Glass Mirror; 2001.
- J. GSA CID A-A-3002 - Mirrors, Glass; U.S. General Services Administration; 1996.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with the placement of internal wall reinforcement.

1.05 SUBMITTALS

- A. See Section 01 33 23 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.
- C. Samples: Submit samples of each accessory, illustrating color and finish.
- D. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Products listed are manufactured by Bobrick except as otherwise indicated.
- B. All accessory items to be from the same manufacturer except as otherwise indicated.

2.02 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with

anchors and fittings, steel anchor plates, adapters, and anchor components for installation.

1. Grind welded joints smooth.
2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.
- B. Stainless Steel Sheet: ASTM A666, Type 304.
- C. Stainless Steel Tubing: ASTM A269, Type 304 or 316.
- D. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- E. Mirror Glass: Float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.
- F. Adhesive: Two component epoxy type, waterproof.
- G. Fasteners, Screws, and Bolts: Hot dip galvanized, tamper-proof, security type.
- H. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.03 FINISHES

- A. Stainless Steel: No. 4 satin brushed finish, unless otherwise noted.

2.04 TOILET ROOM ACCESSORIES

- A. Toilet Paper Dispenser: Owner Supplied, Contractor Installed
- B. Paper Towel Dispenser/ Waste Receptacle:
 - 1) Basement Level Unisex Accessible Toilets: Bobrick "Contura" series, model B43699, multifold paper type, stainless steel, surface-mounted
 - 2) First Floor Men's and Women's Accessible toilets: Bobrick semi recessed paper towel dispenser and waste receptacle, model B-38032, multifold paper type, stainless steel satin finish
- C. Soap Dispenser: Owner Supplied, Contractor Installed
- D. Mirrors: Bobrick Model B-293 1830 Stainless fixed position tilt steel framed, 6 mm thick float glass mirror, 18" x 30"
- E. Grab Bars: Stainless steel, 1-1/4 - 1 1/2 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
 1. 36" long bar: Bobrick B-5806 x 36 straight
 2. 48" long bar: Bobrick B-5806 x 48 straight
- F. Sanitary Napkin Disposal Unit: Bobrick "Contura" series, model B4354 Stainless steel, surface-mounted.
- G. Toilet Seat Cover Dispenser: Bobrick "Contura" series, model B4221, surface mounted.
- H. Coat Hooks: Bobrick B2116, heavy duty clothes hook with concealed mounting.
- I. NOT USED
- J. Under Lavatory / Sink Insulator Protectors equal to Plumberex HANDY SHIELD MAXX 1/8" thick soft, non-laminated flexible PVC with antimicrobial, antifungal and UV resistant properties, cut to fit and fully cover. Installation shall comply with ADA 2010 Accessible Design. Color: Black.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for ADA compliant installation. Coordinate with other accessories and field conditions.

C. Verify that field measurements are as indicated on drawings.

3.02 PREPARATION

A. Deliver inserts and rough-in frames to site for timely installation.

B. Provide templates and rough-in measurements as required.

3.03 INSTALLATION

A. Install accessories in accordance with manufacturers' instructions.

B. Install plumb and level, securely and rigidly anchored to substrate.

C. Mounting Heights and Locations: As required by accessibility regulations and as indicated on drawings

END OF SECTION

SECTION 12 30 00
ARCHITECTURAL WOOD CASEWORK

PART 1 – GENERAL

1.1 SUMMARY

A. Related Documents:

1.1. Drawings and provisions of the contract including General Conditions Supplementary Conditions and Division 1, apply to this section.

B. Section Includes:

1.1. Furnish and install plastic laminate casework and accessories as shown and listed on drawings and specified herein. Includes all countertops, sink cutouts, splashes, supports, shelving, and filler panels necessary for a complete casework installation.

1.2. Casework (Base and Upper Cabinets).

C. Related Requirements to be Performed by Others:

1.1. Division 06 Section: "Rough Carpentry" for blocking within walls to adequately support casework.

1.2. Not Used

1.3. Division 07 Section: "Preformed Joint Seals" for caulking of casework and/or countertops to abutting walls.

1.4. Division 08 Section: "Finish Hardware" for cabinet locks keyed or master keyed to building locks.

1.5. Division 09 Section: "Resilient Base and Accessories" for resilient base applied to manufactured casework.

1.6. Division 22 Section: "Plumbing" for furnishing, installation, and hook-up of sinks, fixtures, outlets, strainers, tailpieces, traps, vacuum breakers, and stops shall be performed by the plumbing contractor to state and local codes. In all cases, sink cutouts shall be by the casework contractor.

1.2 REFERENCES

A. ANSI-A135: for all hardboard.

B. ANSI-A161.2-1998: for performance of fabricated high-pressure decorative laminate countertops.

C. ANSI-A208.1-2009: for grade M-3 mat-formed wood particleboard.

D. BHMA A156.9: for grade-1 hinge requirements.

E. NEMA 3 LD-2005: for performance requirements of high pressure laminates.

1.3 DEFINITIONS

A. Exposed:

1. In casework, surfaces visible when drawers and opaque doors (if any) are closed; behind clear glass doors; bottoms of cabinets 42" or more above finished floor; and tops of cabinets less than 78" above finished floor.

B. Semi-Exposed:

1. In casework, surfaces that become visible when opaque doors are open or drawers are extended; bottoms of cabinets more than 30" or tops of cabinets less than 42" above finished floor.

1.4 SUBMITTALS

A. Shop Drawings:

1. Comply with Division 1.

2. Include catalog numbers and specifications of Case Systems, Midland, Michigan.

3. Submit three sets of laser quality, 11 x 17 shop drawings consisting of:

a. Finish, hardware, construction options selection sheet.

- b. Small scale floor plan showing casework in relation to the building.
- c. Large scale elevations and plan views.
- d. Cross-sections; service runs; locations of blocking within walls (blocking is done by others); rough-in requirements and, sink centerlines
- 4. Approved shop drawings to be returned to manufacturer at least 90 days before production.
- 5. Project Architect must approve all items prior to fabrication and delivery of casework.
- 6. Manufacturer and/or Manufacturer's rep verifies all critical building dimensions prior to fabrication.

B. Samples:

- 1. Submit one set of laminate color brochures from standard laminate manufacturers Wilson art, Formica, and Nevada.
- 2. Submit one edge color sample chain.
- 3. Submit one set of interior colors samples.
- 4. Submit catalog showing construction details, material specifications and hardware specifications of all items used.

C. LEED Submittals:

- 1. Provide EPP certificates of core for Credit MR 4.1 for casework core having recycled content.
- 2. Provide FSC certificate for Credit MR 7: for products having chain-of-custody certificate certifying that the wood used in the casework complies with FSC requirements.
- 3. Provide product data for IEQ 4.4: for casework core being manufactured without the use of urea formaldehyde.

D. Warranty:

- 1. Provide sample warranty document stating specified terms as referenced in 1.8.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Must be certified for chain of custody by a third party certification group approved by FSC.
- B. Unless otherwise indicated, comply with AWI, for grades of interior architectural woodwork, construction, finishes and other requirements:
- C. Case Systems, upon award of work, shall register the work under this section with the AWI Quality Certification Program (800-449-8811).
- D. Not Used

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements:

- 1. Deliver casework once painting, and similar requirements have been completed that will not damage casework. This includes ensuring spaces are enclosed and weather tight.
- 2. All casework shall be blanket wrapped for protection during shipping.

B. Storage and Handling:

- 1. Casework must be protected from dust, dirt and/or other trades.
- 2. Countertops are stacked, properly supported and spaced evenly to avoid warping. Large pieces are stacked first on the pallets with shorter pieces stacked on top.

1.7 SITE CONDITIONS

A. Ambient Conditions:

- 1. Do not deliver or install the casework until concrete, masonry, and drywall/plaster work is dry; ambient relative humidity is maintained between 25 – 55% prior to delivery and throughout the life of installation; and the temperature is controlled above 55°F.

2. Casework shall not be stored or installed in non-climate controlled conditions.
3. If ambient conditions are not met at the time of requested delivery, the general contractor or owner must provide Case Systems a letter releasing manufacturer from any liability and responsibility from any warranty or damage resulting from not complying with required ambient conditions.

1.8 WARRANTY

A. Case Systems shall offer a One Year warranty to the original owner against defective material and workmanship.

1. The warranty specifically does not cover any product or hardware, which has been incorrectly installed, including poor climate conditions, exposed to excessive loads or abuse.
2. All non-casework items supplied, but not manufactured at Case Systems including, but not limited to sinks, fixtures, apparatus, fume hoods, keyboard trays, spray booths, lights, power outlets, and power strips shall be covered under the original manufacturers' warranty.

PART 2– PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Case Systems, 2700 James Savage Road, Midland, Michigan 48642 (989) 496-9510 and/or approved dealers.

B. Substitution Limitations:

1. Substitutions will be considered only when other manufacturers submit substitution requests in accordance with procurement substitution and/or substitution procedures, or provide a comparable product with the following support information detailed below:
 - a. Written documentation stating specification compliance regarding construction, materials, and standard of quality and manufacturing techniques.
 - b. Note all deviations to the drawings and/or specifications in writing.
 - c. Substitutions may be allowed only following Architect inspection of a full size cabinet mockup of items proposed for substitution. The sample shall represent typical construction and materials for the product the casework manufacturer proposes, meeting the quality standards set forth by this specification. The sample may be impounded by the owner and retained until completion of the casework installation.
 - d. The owner, or its designated representative, reserves the right to reject any proposal that in his opinion fails to meet the criteria established by this specification. Such a decision shall be final.
2. Comparable Units as manufactured by the following:
 - a. LSI Corporation of America.
 - b. TMI Design Systems Corporation.

2.2 MATERIALS

A. Provide Plastic Laminate Faced Cabinets Manufactured with:

1. Particleboard Core:

- a. All particleboard shall be Grade M-3 and shall meet or exceed all requirements as set by ANSI A208.1-2009.

Density

40-50 lbs/cu.ft

Moisture Content

10% Max

Modulus of Rupture

2393 psi

Modulus of Elasticity

398,900 psi

Internal Bond

80 psi

Hardness

500 pounds Min

Linear Expansion

0.35%

Thickness Tolerance

+/- 0.008"

Face Screw Holding

247 pounds Min

2. MR (Moisture Resistant)/FSC Core shall be:

- a. Interior-Grade moisture resistant particleboard.
- b. Meet or exceed M-3 Grade, according ANSI-A208.1-2009.

3. Low Emitting Core shall be:

a. NAUF/FSC (No added Urea Formaldehyde) M-2 Particleboard:

- i. For casework core having recycled content.
- ii. For casework core being manufactured without the use of urea formaldehyde.
- iii. For products having chain-of-custody certificates certifying that the wood used in the casework complies with FSC requirements.

b. NAUF/FSC (No added Urea Formaldehyde) Plywood:

- i. Plywood that meets or exceeds the standards set forth by the APA for structural use panels.
- ii. For casework core being manufactured without the use of urea formaldehyde.
- iii. For products having chain-of-custody certificates certifying that the wood used in the casework complies with FSC requirements.

c. FSC M-3 Particleboard:

- i. For products having chain-of-custody certificates certifying that the wood used in the casework complies with FSC requirements.

d. FSC Plywood:

- i. For products having chain-of-custody certificates certifying that the wood used in the casework complies with FSC requirements.

B. Joinery:

1. Mechanical Joinery:

- a. All cabinet body components shall be secured utilizing concealed interlocking mechanical fasteners as approved by the AWI Quality Standards 8th Edition -2003 Sections 400A-T-12, 400B-T10 and 1600-T-11.

C. Surface Material:

1. Acceptable laminate color, pattern, and finish as either scheduled or otherwise indicated on drawings or as selected by Architect from manufacturer's standards types and nominal thickness including:

- a. Vertical surface decorative grade VGS: .028" thick
- b. General purpose decorative grade HGS: .048" thick
- c. Cabinet decorative liner grade CLS: .020" thick
- d. Non-decorative backer grade BKH: .028" thick
- e. Thermally fused melamine laminate
- f. Chemical resistant decorative laminate

D. Edge banding:

1. PVC

- a. Shall be applied utilizing hot melt adhesive and radiused by automatic trimmers. Edging shall be available in a variety of color options.

E. Adhesives:

1. PVA
 - a. Adhesive shall be mechanically applied.
 - b. NAUF, no VOC
2. EVA
 - a. Adhesive shall be mechanically applied.

2.3 FABRICATION

A. General Cabinet Body Construction:

1. Cabinet Box Style shall be Standard Reveal Overlay.
2. Cabinet Box Core shall be Standard M3 Particleboard.
3. Bottoms and ends of cabinets, and tops of tall cabinets and tops and bottoms of wall cabinets (all structural components) shall be 1-inch thick.
4. All panels shall be manufactured with balanced construction.
5. Fixed interior components such as fixed shelves, dividers, and cubicle compartments shall be full 3/4" thick and attached with concealed interlocking mechanical fasteners.
6. Cabinet body exterior surfaces shall be VGS.
7. Cabinet finished interior options shall be Finished at Opens.
8. Cabinet wall cabinet bottoms to be VGS laminate to match exterior of cabinet.
9. Cabinet body interior surfaces shall be Thermally Fused with VGS laminate at exposed ends.
10. Cabinet body front edge shall be .020" PVC.
11. All classroom cubbies and lockers to be supplied with VGS laminate at open interiors.
12. Mounting stretchers are 3/4" thick structural components fastened to end panels and back by mechanical fasteners, and are concealed by the cabinet back.
13. When the rear of a cabinet is exposed, a separate finished 3/4" thick decorative laminate back panel may be specified.
14. Backs of cabinets are 1/2" thick surfaced both sides for balanced construction and fully captured on both sides and bottom.
15. A 5mm diameter row hole pattern 32mm (1-1/4") on center shall be bored in cabinet ends for adjustable shelves. This row hole pattern shall also serve for hardware mounting and replacement and/or relocation of cabinet components.
16. An upper 3/4" thick stretcher shall be located behind the back panel and attached between the end panels with mechanical fasteners. This stretcher is also fastened to the full sub-top thus capturing the back panel.

B. Base Cabinet Construction:

1. All base cabinets, except sink cabinets, shall have a solid 3/4" thick sub-top of core (as specified above), fastened between the ends with interlocking mechanical fasteners.
2. Sink cabinets with a split removable back panel shall have a formed metal front brace, and steel corner gussets shall be utilized to support and securely fasten top in all four corners. Front brace shall be powder coated black.

C. Tall Cabinet Construction:

1. All tall cabinets shall be provided with an intermediate fixed shelf to maintain internal dimensional stability under heavy loading conditions as well as an intermediate 3/4" thick stretcher located behind the back panel and be secured between the cabinet ends with mechanical fasteners. The stretcher shall be secured to the shelf through the back with #8 x 2" plated flat head screws. Tall cabinets to have chain stops on all doors.

D. Wall Cabinet Construction:

1. All wall cabinet bottoms shall be 1-inch thick core (type specified above), mechanically fastened between end panels and secured to the bottom back stretcher. A lower 3/4" thick stretcher shall be located behind the back panel and attached between the end panels with mechanical fasteners. The stretcher is also secured through the

back and into the cabinet bottom.

2. All wall cabinet exterior bottoms shall match Exterior Surface.

3. All wall cabinet tops shall be 3/4-inch.

E. Tall and Wall Cabinet Top Edges shall be .020" PVC at Top of End Panels.

F. Tall, Wall and Hutch Tops shall be CLS to Match Standard Interior.

G. Tall, Wall and Hutch Upper Door Reveal shall be 15mm Reveal.

H. Toe Base of Cabinet:

1. Individual bases shall be constructed of Raw Exterior Glue Plywood factory applied to base and tall cabinets and shall support and carry the load of the end panels, and the cabinet bottom, directly to the floor. The base shall be let in from the sides and back of the cabinet to allow cabinets to be installed tightly together and tight against a wall, also to conceal the top edge of applied vinyl base molding (not supplied by casework manufacturer). There shall be a front to back center support for all bases over 30" wide.

2. Toe Base Height 96mm.

3. Toe Base Options Attached.

I. Drawer Fronts and Solid Doors:

1. All drawer fronts and solid door components shall be M3 Particleboard surfaced both sides for balanced construction.

2. Options shall be HPL Door and Drawer Front Exterior and Grade CLS on Interior.

3. Surfaces shall be HPL Grade VGS.

4. Door and drawer front edge shall be 3mm PVC.

J. Drawer Boxes:

1. Drawer box constructed with a full 1/2" thick core shall be M3 Particleboard non-racking, non-deflecting platform bottom that is carried directly by "L" shaped, bottom mount drawer glides.

2. Drawer box at finished interiors shall be Surface to Match Standard Interior.

3. Slides are secured with 1-1/4" long screws driven through the platform and into the sides. Drawer box sides, backs, sub-front, and bottom shall be 1/2". The top edge shall be nominal 1mm (.020") PVC matching the drawer color. Drawer box corners shall be joined with fluted hardwood dowels and glue spaced at a minimum of 32mm on center. Drawer box fronts shall be removable and attached to drawer box sub-front with screws from inside of drawer. Horizontal parting rails between drawers shall be 3/4" thick core, with balanced surfaces, secured to and further reinforcing cabinet ends. File drawer box shall have full-height sides supporting a heavy-duty support rail for hanging file folders.

K. Doors:

1. Solid Doors shall be 3/4" thick core.

L. Shelves:

1. Adjustable:

a. Adjustable shelves shall be M3 Particleboard core, with balanced surfaces.

b. Adjustable shelves in closed cabinets shall be 3/4" Shelves, 1" for Shelves Over 36" Wide and Open Cabinets.

c. All adjustable shelves in open cabinets shall be: 1" thick, except for special use cabinets such as mail, cubical, instrument or locker type units.

d. Adjustable shelf edge on open cabinets shall be 3mm PVC on Front Edge.

e. Adjustable shelf edge on closed cabinets shall be .020" Match Edge at Front Edge.

f. Adjustable shelf shall be set back 15mm from the front or 23mm setback option when locks are used.

2. Fixed:

a. Fixed shelves shall be M3 Particleboard.

b. Fixed shelves shall be 3/4" Shelves, 1" for Shelves Over 36" Wide and Open Cabinets. Fixed shelf surfaces on closed cabinets shall be Match Interior Selections.

c. Fixed shelf surfaces on open cabinets shall be Match Interior Selections.

3. Wall shelving selections for model numbers R204, R205, R206 only shall be:

- a. 3mm PVC.
- b. M3 Particleboard.
- c. Grade VGS.

M. Countertops:

- a. High-pressure decorative laminate, nominal 1-1/8" thick solid core. conforming to NEMA Standard LD3-2005 and ANSI A161.2-1998.
 - i. General Purpose HGS on horizontal surface.
 - ii. Laminate bonded to M-2 Particleboard core with PVA rigid adhesives. Core shall be balanced with backing Grade BKL.
 - iii. All joints shall be secured with biscuits for alignment and tight joint fasteners.
 - iv. Provide 4" high back splashes with thickness matching countertop thickness where shown and at all ends abutting walls and adjacent cabinets.
 - v. Provide edges 3mm.
 - vi. The maximum lengths of HPL buildup particleboard tops is 12' and the maximum lengths of HPL buildup plywood tops is 8'.

2.4 FINISHES

A. Plastic Laminate Casework Colors:

1. High Pressure Laminate is available in non-premium, non-specialty and manufacturers' standard suede finishes from our select laminate manufacturers, including:

a. Wilsonart® in a "60" or "38" matte finish, Standard: Nevamar® in a "T" textured finish and Standard: Formica in a "58" finish.

b. Color: Specialty and other manufacturer finishes are available with additional cost and longer lead times.

2. Thermally Fused Melamine Laminate that meets performance requirements of ANSI/NEMA 3 LD – 2005 for GP-28.

a. Standard: Frosty White (Wilsonart 1573).

3. Cabinet Liner .020" thick, high-pressure cabinet liner conforming to ANSI/NEMA 3 LD – 2005, Grade CLS. Surface texture shall be similar to exterior finish. Color shall match interior.

a. Standard: White.

B. Plastic Laminate Countertop Colors:

a. Wilsonart® in a "60" matte finish, or Nevamar® in a "T" textured finish or Formica in a "58" finish.

b. Color: Specialty and other manufacturer finishes are available with additional cost and longer lead times.

C. Accessories:

1. Hinges:

a. 5-Knuckle Hinge / Reveal Overlay: Three finishes are available as standard in epoxy powder coat: Black or Almond or Platinum and at an additional charge for Brushed Chrome or Stainless.

2. Pulls:

a. 96mm Aluminum Wire Pulls.

D. Glazed Door Trim shall be one of our standard colors: Black or White or Almond or Grey.

E. Countertop Supports shall be in one of our standard colors: Light Grey or Light Neutral or Black or White.

F. Round Grommet shall be in one of our standard colors: Black or Almond or Grey or White.

2.5 ACCESSORIES

A. Hardware:

1. Hinges:

a. 5-Knuckle Hinges / Reveal Overlay: Standard: Hinges shall be: .095" thick steel five-knuckle hospital-tip, institutional Grade (Grade 1 per ANSI/BHMA A156.9) quality with .187" diameter tight pin. Each hinge shall be secured with a minimum of nine No. 8 screws. Hinge shall permit door to swing 270 degrees without binding. Doors less than 48" in height shall have two hinges. Doors over 48" in height shall have three hinges.

2. Pulls:

a. One pull shall be: located at the centerline of the drawer, regardless of width, to ensure ease of operation and maximize drawer slide life.

i. Anodized aluminum wire pull, 8mm diameter with 96mm O.C. mounting holes.

b. Standard drawer: Self-closing, bottom mount epoxy coated with captive roller and positive in stop. Slide shall have 100 lb. load rating, must be: self-closing and must prevent drawer fronts from contacting the cabinet body. Drawer slides must meet or exceed Grade 1 requirements per ANSI A156.9/BHMA with full extension slides on file and paper storage.

c. File drawer: Full extension, bottom mount epoxy coated with captive roller and positive in stop. Slide shall have 100lb. load rating, must be: full extension, and prevent drawer fronts from contacting the cabinet body. Drawer slides must meet or exceed Grade 1 requirements per ANSI/BHMA.

3. Wall Shelving Hardware:

a. Heavy-duty wall shelving hardware, including standards and brackets, are available in an anochrome finish.

b. Bracket Mounted Shelf Core shall be Particleboard.

c. Bracket Mounted Shelf Edge shall be 3mm.

d. Bracket Mounted Shelf Surface shall be VGS laminate.

4. Shelf Clips:

a. Plastic Shelf Clips:

i. Shelf clips shall be injected molded clear plastic, with a double pin engagement 32mm on center and shall have 3/4" and 1" anti-tip locking tabs as approved in AWI 400B-T-9 for premium Grade. Shelf clips shall be: single pin plastic shelf clip with anti-tip locking tabs, used for all 1/4" hardboard shelves.

5. Not Used

6. Not Used

7. Not Used

8. Locks (where shown or noted only):

a. Lock Locations:

i. Selected Cabinets Shown on Drawings.

ii. National: Five disc tumbler cam locks, chrome plated steel faceplate. All locks keyed alike or keyed differently by room and master keyed. Shall permit a minimum of 50 keying options. Lock core is removable permitting owner to easily change lock arrangements. Inactive door of base and wall cabinets shall be: secured by using an elbow catch, or a chain pull for tall cabinets.

9. Catches:

a. Chain Pulls shall be zinc plated, spring loaded door catch used to hold door securely shut.

b. Chain Stops shall be zinc plated, looped chain used to limit door swing as specified, mounting plate at each end of chain shall use (4) #7 x 5/8" screws to secure to cabinet door and end panel. They shall be on cabinets at adjoining walls and where casework and countertops can interfere with the door swing of the tall cabinet.

c. Elbow Catch shall be chrome plated, spring loaded, used to hold non-locking door securely shut.

d. Roller Catch, (not used with self-closing hinges) shall have: heavy-duty, spring-loaded roller, with molded plastic bumper mounted at door top to keep door securely shut.

e. Magnetic Catch, (not used with self-closing hinges) shall have: white plastic housing with two 32mm spaced, elongated holes for screw-attachment to allow adjustability.

f. Catches shall be Magnetic at Base and Wall, 1 Roller at Tall.

10. Tote Tray shall be white, high impact resistant polystyrene, with label holder permanently attached to face of

tray. Supported by individual polycarbonate channels mounted to cabinet ends and partitions with two integral 5mm diameter pins and secured with one-euro style screw. Height adjustable on 32mm (1-1/4") centers.

11. Countertop Supports:

- a. Powder coated, formed metal supports. Must provide attachment points between countertop and wall.

2.6 SOURCE QUALITY TESTING

A. Cabinet Joinery:

1. Base Cabinet:

- a. Base cabinet testing shall be: done in accordance with SEFA 8PL Recommended Practices Paragraph 4.0 Base Cabinets. All testing shall be performed by SEFA certified independent testing facilities. The following tests shall be performed:

The SEFA 8 test procedures are accessible on-line at www.sefalabs.com. The ANSI/NEMA 3 LD – 2005 test procedures are available on-line at www.global.ihs.com

Test

Paragraph

Cabinet Load

4.2

Cabinet Concentrated Load

4.3

Cabinet Torsion

4.4

Cabinet Submersion

4.5

2. Doors:

- a. Door testing shall be: done in accordance with SEFA 8PL Recommended Practices Paragraph 5.0 Doors. The following tests shall be performed:

Test

Paragraph

Door Hinge Test

5.1

Door Cycle Test

5.2

3. Drawers:

- a. Drawer testing shall be: done in accordance with SEFA 8PL Recommended Practices Paragraph 6.0 Drawers. The following tests shall be performed:

Test

Paragraph

Drawer Static Test

6.1
Drawer Impact Test

6.2
Drawer Internal Rolling Test

6.3
Drawer Cycle Test

6.4
4. Cabinet Surface Finish:

a. Cabinet surface finish tests shall be: done in accordance with SEFA 8PL Recommended Practices Paragraph 8.0, Cabinet Surface Finish Tests. The following testing shall be performed:
Test

Paragraph
Chemical Spot Test

8.1
Boiling Water Resistance Test
(ANSI/NEMA LD 3 -2005 Paragraph 3.5)

8.2
Ball Impact Resistance Test
(ANSI/NEMA LD 3 -2005 Paragraph 3.8)

8.3
Dart Impact resistance Test
(ANSI/NEMA LD 3 – 2005 Paragraph 3.9)

8.4
5. Edge Delaminating Test:
a. Edge delaminating tests shall be: done in accordance with SEFA 8PL Recommended Practices Paragraph 8.5, Edge Delaminating Test.
6. Wall, Counter Mounted, and Tall Cabinets Load Test:
a. The wall mounted cabinet load test shall be: done in accordance with SEFA 8PL Recommended Practices Paragraph 9.0.

PART 3 – EXECUTION

3.1 INSTALLERS

A. Installation shall be: by casework manufacturer’s authorized representative.

3.2 INSTALLATION

A. Casework shall not be: installed until concrete, masonry, and drywall/plaster work is dry.

1. If ambient conditions are not met at the time of requested delivery, the general contractor or owner must provide Case Systems a letter that releases manufacturer from any liability and responsibility from any warranty or damage resulting from not complying with required ambient conditions.
- B. Casework shall be: installed plumb and true and is to be securely anchored in place.
- C. The casework contractor shall verify all critical building dimensions prior to fabrication of casework.
- D. Provide all labor for unloading, distribution, and installation of casework and related items as specified.
- E. All casework shall be: securely anchored to horizontal wall blocking, not to plaster lathe or wall board.
- F. The casework manufacturer shall re-configure the casework arrangements to dimensions requiring 2-1/2" or less of filler at each end of wall-to-wall elevations, and to ensure a complete and satisfactory installation.
- G. The casework installer shall remove all debris, sawdust, scraps, and leave casework spaces clean.
- H. All casework must be installed by casework installer plumb and level, adjust all doors, drawers and hardware to comply with manufacturers specifications and operate properly.

END OF SECTION

SECTION 27 51 26
ASSISTIVE LISTENING SYSTEMS

NOTE: New Assistive Listening Device must be compatible with existing installed courtroom public address amplifiers (Bogen, Models GS60 or G2100), and equal to the the following Listen Technologies portable Listen IR iDSP SYstem Model LS-88-01. See points of services located in the drawings.

Configurations: LS-88-01 Portable ListenIR iDSP System (North America)

Furnish a QTY: 20 (1 PER ACTIVE COURTROOM) iDSP portable IR assistive listening system for use by the hearing-impaired. The assistive listening system (ALS) shall be capable of broadcasting up to two (2) audio channels with the choice of four (4) mono carrier frequencies; 2.3, 2.8, 3.3 and 3.8 MHz. The system coverage area shall be up to 30,000 ft² (2787 m²) with single channel transmission. The system shall have a SNR of 60 dB or better and THD of less than 2%. The system shall have an audio frequency response of 63 Hz to 15 kHz, +/- 3db. The system shall include an omnidirectional table top microphone for audio pickup in the room. The system shall be transported or stored in a portable carrying case when the system is not in use.

The system receivers shall be capable of receiving on one (1) of four (4) wide band channels (carriers), (2.3 MHz), (2.8 MHz), (3.3 MHz) and (3.8 MHz). The receivers shall be tuned to a single channel and users shall not be able to change the channel. The receivers shall have the option of being lanyard or belt clip worn and the lanyard shall incorporate an integrated neck loop for compatibility with T-coil hearing aids. The receivers shall be intelligent and provide customized audio to either earphones or the integrated neck loop based upon which is connected. The receivers shall have two (2) 3.5 mm (TRRS) connectors to drive the integrated neck loop lanyard or up to two (2) mono or stereo earphones. The receivers shall incorporate a multi-functional display (OLED) that indicates battery status, inventory number, volume level and a customizable channel name. The receivers shall employ a unique iDSPTM noise reduction technology. The receivers shall be fully programmable via PC software. The receivers shall have a micro USB connector used for programming/setup, inventory control, charging and firmware upgrades. The receivers shall incorporate automatic battery charging circuitry and use a non-proprietary lithium ion battery. The receivers shall automatically turn on when removed from the charging device and automatically turn off when returned to the charging device.

The LS-88 is specified and includes:

- One (1) LT-84-01 ListenIR Transmitter/Radiator Combo
- Two (2) LR-4200 IR Intelligent DSP IR Receiver
- Two (2) LA-430 Intelligent Ear Phone/Neck Loop Lanyard
- Two (2) LA-401 Universal Ear Speaker
- One (1) LA-277 Conference Microphone
- One (1) LA-338 Table Top Tripod
- One (1) LA-346 Carrying Case
- One (1) LA-423 4-Port USB Charger

Physical

Weight 8.0 lbs. (3.7 kg)

Shipping Weight 10.0 lbs. (4.6 kg)