

PROJECT MANUAL

3 May 2012

RE-ADVERTISED
TEMPORARY GRANDSTAND (Leased)

TENNESSEE STATE UNIVERSITY
FACILITIES MANAGEMENT

STATE OF TENNESSEE BOARD OF REGENTS
SBC # 166/001-02-2011

DOCUMENT 00 01 10

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LIST OF DRAWINGS

COVER SHEET

S1.00	Site Plan
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END OF SECTION

DIRECTIONS TO THE BID OPENING LOCATION

TENNESSEE STATE UNIVERSITY

Nashville, Tennessee

Suggested route:

Take I-40 West from downtown Nashville toward Memphis

Take the 28th Avenue exit 207.

Turn slight right onto 28th Avenue, North.

Stay straight to go onto Ed Temple Boulevard.

Turn right onto West Heiman Street.

Turn left into the general service complex.

Take the second left into parking lot for the general service building.

Free visitor parking is in front of the building

Procurement offices are in the General Service Building on the 2nd Floor.

Bids will be received at:

Tennessee State University

Office of Procurement

General Service Building, 2nd Floor

2700 West Heiman Street

Nashville, Tennessee 37209-1561

Bids sent by mail

Should be sent to:

Tennessee State University

Office of Procurement

3500 John Merritt Boulevard

Nashville, Tennessee 37209-1561

Attention: Joel Sims – Director of Procurement

Phone: (615) 963-5181

ACH CREDITS FORM

Automated Clearing House Credits (not wire transfers)
Authorization Agreement for Automatic Deposits

Name: _____

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

I (we) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our)
select type of account Checking or Savings

account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account. This authority to remain in full force and effect until the STATE has received notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Do you currently receive payments from the State through ACH?

Yes No

If yes, do you intend for this account information to replace other existing account information currently used by the State?

Yes No

If yes, please specify the account that should be changed:

ABA Number: _____

Account Number: _____

Is this authorization only for certain types of payments?
If yes, please indicate types: _____

Yes No

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

Bank official contacted: _____ Phone number: _____

Depository / Bank:

Name: _____ Branch: _____

City: _____ State: _____

Transit/ABA No. _____ Account No.: _____

please print name(s) of authorized account signatory

Name(s) _____

Date _____ Signed: _____ Signed: _____

Please attach a deposit slip (or for checking accounts, a voided check).

Please indicate address to which you would like your remittance advices routed when payments are processed:

For State use only:
Contact Agency: _____
Contact Person: _____
Telephone No.: _____

SUBSTITUTE W-9 FORM

Request for Taxpayer identification number and certification

1. Please complete general information:

Name: _____ Phone Number: _____

Business Name (if applicable): _____

Address: _____

City: _____ State: _____ Zip Code: _____

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

- 1) Individual (not an actual business)
- 2) Joint account (two or more individuals)
- 3) Custodian account of a minor
- 4) a) Revocable savings trust (grantor is also trustee)
b) So-called trust account that is not a legal or valid trust under state law
- 5) Sole proprietorship (using a social security number for the taxpayer ID)
- 6) Sole proprietorship (using a federal employer identification number for taxpayer ID)
- 7) A valid trust, estate, or pension trust
- 8) Corporation
- 9) Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below)
- 10) Partnership
- 11) A broker or registered nominee
- 12) Account with the Department of Agriculture in the name of a public entity that receives agricultural program payments
- 13) Government agencies and organizations that are tax-exempt under Internal revenue Service guidelines (i.e., IRC 501(c)3 entities)

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

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

_____ - _____ - _____

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

_____ - _____

4) Sign and date the form:

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

Signature: _____

Date: _____

Title (if applicable): _____

CONTRACT BOND

standard form for construction contracts under the State Building Commission of Tennessee

BOND NO. _____

Know all men by these presents: that we

(hereinafter called the "Principal") and

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

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

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

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

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

to complete the Work of the project titled:

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

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

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

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

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

Executed in _____ counterparts.

Witness:

(name of Principal)

(name of Surety)

(authorized signature)

(signature of Attorney-in-fact)

(name of signatory)

(name of Attorney-in-fact)

(title of signatory)

(Tennessee license number of Agent or Attorney-in-fact)

(countersignature of resident Agent if not same as Attorney-in-fact)

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



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

LIMITED WORK

Note to users: these Conditions differ from December 2010 OFD 007214 by giving Designer greater autonomy to conduct final inspections in 9.8.2.

ARTICLE 1 GENERAL PROVISIONS

1.1 Contract Documents

1.1.1 Contract Documents consist of the signed construction Agreement, Conditions, Addenda, Specifications, Drawings, and Modifications.

1.1.2 PROJECT MANUAL is the volume or volumes which includes or lists bidding requirements, contract forms, Conditions, schedules, drawings, and Specifications.

1.1.3 Intent of Contract Documents is to include items necessary for proper completion of Work, including that which is consistent and reasonably inferable as necessary to produce intended results.

1.1.4 Contract Documents and copies are property of Owner.

1.2 Contract for Construction is formed by the Contract Documents and represents the entire agreement, superseding prior negotiations, representations, or agreements. Contract Documents create no contractual relationship between Designer and Contractor, but Designer is entitled to performance of obligations intended for Designer's benefit, and to enforcement thereof.

1.3 Work comprises the completed construction and services required by Contract Documents, including materials, equipment, and labor to produce construction.

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

1.5 Provide or provided means to furnish and install, complete and ready for intended use.

1.6 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

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

ARTICLE 2 OWNER

2.1 Definition

Owner is the government of the State of Tennessee operating through the agency or department identified in the Agreement.

2.2 Information and Services Required of Owner

2.2.1 The Owner's project number constitutes verification that funding has been established as a matter of public record.

2.2.2 Owner will furnish surveys describing physical characteristics, legal limitations and utility locations for the site, and legal description of site, to the extent necessary.

2.2.3 Owner will 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, except as required of Contractor.

2.2.4 Owner will furnish information and services under Owner's control with reasonable promptness.

2.2.5 Owner will furnish Contractor the number of copies of Contract Documents reasonably necessary for execution of Work free of charge.

2.3 Owner's Right to Stop Work

Owner may order Contractor in writing to stop Work or a portion thereof if Contractor fails to correct defective Work as required or persistently fails to carry out Work in accordance with Contract Documents, until the cause for such order has been eliminated. This right to stop Work imposes no duty of Owner to exercise this right for the benefit of Contractor or another person or entity.

2.4 Owner's Right to Carry Out Work

If Contractor defaults or neglects to carry out Work in accordance with Contract Documents and fails within fourteen days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, Owner may without prejudice to other available remedy make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from the Contract Sum, including compensation for Designer's related additional services. If payments then or thereafter due Contractor are insufficient to cover such amount, Contractor shall pay the difference to Owner.

ARTICLE 3 CONTRACTOR

3.1 Definition and Qualification

3.1.1 Contractor is the person or entity identified as such in the Agreement.

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

3.2 Review of Requirements

3.2.1 Contractor shall carefully study and compare Contract Documents and at once report discovery of error, inconsistency, or omission to Designer. Contractor shall not be liable to Owner or Designer for damage resulting from such errors, inconsistencies, or omissions.

3.2.2 Contractor shall not work without Contract Documents, or where required, approved Shop Drawings, Product Data, or Samples.

3.2.3 By submitting a bid, Contractor represents self to have visited site, become familiar with local conditions under which Work shall be performed, and correlated observations with requirements of Contract Documents.

3.3 Supervision and Construction Procedures

3.3.1 Contractor shall supervise and direct Work, using Contractor's best skill and attention, and is solely responsible for construction means, methods, techniques, sequences, procedures, and coordination.

3.3.2 Contractor is responsible to Owner for acts and omissions of Contractor's, subcontractors', and suppliers' agents and employees, and other persons performing work under contract with Contractor.

3.3.3 Contractor shall not be relieved from obligations to perform Work in accordance with Contract Documents either by activities or duties of Designer in administration of the Contract, or by inspections, tests or approvals required or performed by persons other than Contractor.

3.4 Labor and Materials

3.4.1 Unless otherwise provided in Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work. Contractor shall not receive material nor labor from one who submitted a competing general bid for the same Contract and subsequently withdrew, reneged, or otherwise failed to enter into contract.

3.4.2 Specified materials, equipment, and systems are essential elements of the Contract. If Contractor desires to use other materials, equipment, or systems, Contractor shall request approval in writing and submit adequate samples and data for Designer's decision. No substitution shall be made without authority in writing from Designer.

3.4.3 Non-discrimination in employment

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

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

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

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

3.4.4 Prevailing Wage Scale

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

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

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

3.4.5 Prohibition of Illegal Immigrants

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

3.4.5.2 The Contractor by entering into this contract attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of any illegal immigrant in the performance of this Contract.

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

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

3.5 Warranty

Contractor warrants that materials and equipment furnished under Contract will be of good quality, free from faults and defects, and in conformance with Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. This warranty is not limited by provisions for correction of Work.

3.6 Taxes

Contractor shall pay sales, consumer, use, and other similar taxes for Work or portions thereof provided by Contractor.

3.7 Permits, Fees, and Notices

3.7.1 Unless otherwise provided in Contract Documents, Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of Work which are customarily secured after execution of Contract.

3.7.2 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of public authority bearing on the performance of the Work.

3.7.3 If Contractor observes that Contract Documents are at variance with applicable laws, statutes, building codes and regulations, Contractor shall promptly notify Designer in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If Contractor performs Work knowing it to be contrary to such regulatory requirements without such notice to Designer, Contractor assumes full responsibility therefor and shall bear all costs attributable thereto.

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

3.8 Allowances

Allowances stated in Contract Documents are included in Work.

3.9 Superintendent

Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at site during progress of Work, representing Contractor. Communications given to Superintendent shall be binding as if given to Contractor. Communications shall be confirmed in writing on request.

3.10 Progress and Submittals Schedules

3.10.1 **FORMAT:** Contractor shall format progress and submittals schedules in bar chart or other form approved by Designer, utilizing same method throughout Project, and clearly identifying Project.

3.10.2 **SUBMITTAL:** Contractor shall prepare and submit three (3) copies of schedules within 7 days of award of Contract, and not later than first application for payment. Contractor shall prepare and submit three (3) copies of updated schedules with each application for payment, unless waived by Owner.

3.10.3 CONTENT: Contractor's schedule shall be consistent with schedule of values and show planned progress from commencement through completion, with projected monthly progress and point of Substantial Completion.

3.10.4 Designer may require revision of schedules if schedules seem impracticable, and Contractor shall revise and resubmit within ten (10) days.

3.11 Documents and Samples at the Site

3.11.1 Contractor shall maintain at site one complete record set of Contract Documents in good order marked "Record Documents" and marked currently to record actual conditions of construction, changes, approved Shop Drawings, Product Data and Samples. These shall be available to Designer and shall be delivered to Designer for Owner upon completion of Work.

3.11.2 Contractor shall furnish two complete sets of Project Data in commercial quality binders with:

- .1 the project identified on the face and side of the binder;
- .2 a complete listing of subcontractors and material suppliers, including dollar amount, company name, address, phone number, local company representative, and information regarding status of whether a minority-owned business as defined in paragraph 3.19; and,
- .3 copies of Certificates, Warranties, Product Data, Maintenance and Operation Data, and related documents information required by Contract Documents or furnished with items included in Project.

3.12 Shop Drawings, Product Data, and Samples

3.12.1 Contractor shall review, approve and submit required Shop Drawings, Product Data and Samples with reasonable promptness and in such sequence as to cause no delay in Work or in work of Owner or separate contractor.

3.12.2 By approving and submitting Shop Drawings, Product Data and Samples, Contractor represents to have determined and verified materials, field measurements, and field construction criteria and to have checked and coordinated information contained within such submittals with requirements of Contract Documents.

3.12.3 Contractor shall not be relieved of responsibility for deviation from Contract requirements by Designer's approval of Shop Drawings, Product Data or Samples unless Contractor has specifically informed Designer in writing of such deviation at time of submission and Designer has given written approval to the specific deviation. Contractor shall not be relieved from responsibility for errors or omissions in Shop Drawings, Product Data or Samples by Designer's approval thereof.

3.12.4 Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by Designer on previous submittals.

3.12.5 No portion of Work requiring submission of Shop Drawing, Product Data or Sample shall be commenced until submittal has approval of Designer. Work shall be in accordance with approved submittals.

3.13 Use of Site

Contractor shall confine operations at site to areas permitted by law, permits, and Contract Documents, and keep site reasonably clear of materials and equipment.

3.14 Cutting and Patching

Contractor shall be responsible for cutting, fitting, or patching needed to complete Work, and shall not damage or endanger a portion of Work or the work of Owner or separate contractors by cutting, patching, or otherwise altering work, and shall not alter work of Owner or separate contractor except with written consent thereof. Contractor shall not unreasonably withhold consent to cutting or otherwise altering Work by others.

3.15 Cleaning Up

Contractor shall keep premises free from accumulation of waste materials or rubbish caused by operations, and at completion of Work shall remove tools, equipment, machinery surplus and waste materials, and rubbish from and about the Project, or Owner may do so and charge the costs thereof to Contractor.

3.16 Access to Work

Contractor shall facilitate access to Work by Owner and Designer whenever and wherever Work is in preparation or progress.

3.17 Royalties and Patents

Contractor shall pay royalties and license fees, defend suits or claims for infringement of patent rights, and save Owner harmless from loss of account thereof.

3.18 Indemnification

3.18.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner and the Designer and their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of Work, provided that such claim, damage, loss or expense is:

- .1 attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom; and,
- .2 caused in whole or part by negligent act or omission of Contractor, subcontractor, anyone directly or indirectly employed by them, or one for whose acts they may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

3.18.2 Such obligation shall not be construed to negate, abridge, or otherwise reduce another right or obligation of indemnity which would otherwise exist as to a party or person described in this Paragraph. In claims against Owner or Designer or their agents or employees by an employee of Contractor, subcontractor, anyone directly or indirectly employed by them, or one for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 Obligations of Contractor under this Paragraph shall not extend to liability of Designer, its agents or employees, arising out of:

- .1 preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or,
- .2 giving or failure to give directions or instructions by Designer, Designer's agents or employees provided such giving or failure to give is the primary cause of injury or damage.

3.19 Participation of Minority-Owned Businesses

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

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

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

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 Designer

4.1.1 Designer is the lawfully licensed Architect or Engineer, or entity lawfully practicing architecture or engineering, or another person or entity, identified as Designer in Contract Documents. "Architect" or "Engineer" when used in Contract Documents means "Designer", unless specifically required to be employed by

Contractor. Designer is Owner's representative until obligations of the Agreement are discharged.

4.1.2 Designer provides administration of Contract, and has authority only to the extent provided in Contract Documents. Duties, responsibilities and limitations of authority of Designer may only be modified or extended by Change Order.

4.1.3 Designer is interpreter of Contract Documents and judge of performance by both Owner and Contractor. Designer has authority to order minor changes in the Work, to reject Work which does not conform to Contract Documents, and to require special inspection or testing of Work, whether or not such Work be then fabricated, installed or completed.

4.1.4 In case of termination of employment of Designer, Owner may appoint a Designer whose status under Contract Documents shall be that of the former Designer.

4.2 Communications

Contractor shall forward communications to Owner through Designer. Owner will forward instructions and communications to Contractor through Designer.

4.3 Payments, Modifications, and Completion

Designer will determine amounts owing to Contractor and issue Certificates for Payment based on observations of Work and evaluation of Applications for Payment. Designer will assist the Owner in the preparation of Change Orders. Designer will inspect to determine dates of Substantial Completion and final completion.

4.4 Submittals

Designer will review and approve or take other appropriate action on Contractor's submittals, but only for conformance with the Contract Documents. Designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Designer will receive warranties and related documents required of and assembled by Contractor, and forward to Owner.

4.5 Interpretations and Claims

4.5.1 Designer will render interpretations, judgments, and decisions with reasonable promptness, and consistent with intent of, and reasonably inferable from, Contract Documents, in writing or in form of drawings, seeking faithful performance by both Owner and Contractor, and showing partiality to neither. Designer will not be liable for the result of interpretations or decisions rendered in good faith. Designer's decisions in matters relating to artistic effect will be final.

4.5.2 Either party to the Contract may request interpretations, judgments, and decisions. Claims, disputes and other matters in question relating to execution of Work or interpretation of Contract Documents shall be referred initially to Designer.

4.5.3 As a matter of law, the State of Tennessee and its property are not subject to mechanic's and material suppliers liens. Subcontractors, suppliers, and other claimants are protected through the Contract Bond as required by TCA § 12-4-201 et seq., the policies of the State Building Commission, and paragraph 11.5 of these Conditions. Specific requirements for notice of claims on the bond are set forth in TCA § 12-4-205.

4.6 Project Meetings

Designer will schedule and administer Pre-Construction Conference, periodic Progress Meetings, and other specially called or required meetings in cooperation with Owner and Contractor. Owner, Designer, and Contractor shall attend. Contractor shall require attendance by representatives of Subcontractors, Suppliers, and others, as befits the agenda, each being qualified and authorized to act on behalf of the entity each represents.

ARTICLE 5 SUBCONTRACTORS

5.1 Definition

A subcontractor is a person or entity who has a direct or indirect contract with Contractor to perform a portion of the Work.

5.2 Award of Subcontracts

5.2.1 Contractor shall furnish to Owner and Designer in writing, within 21 days after award of Contract, names of

subcontractors proposed for principal portions of Work. Subcontractors listed on the Bid Envelope for this project shall be used in the capacity listed.

5.2.2 Contractor shall neither employ subcontractors against whom Owner or Designer has reasonable objection, nor be compelled to contract with anyone against whom Contractor has reasonable objection.

5.2.3 Contractor shall not employ a subcontractor who submitted a competing bid for the Contract and subsequently reneged upon or withdrew that bid.

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

5.3 Subcontractual Relations

Contractor shall require subcontractor to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor the obligations and responsibilities which Contractor assumes toward Owner and Designer, and shall allow subcontractors the benefits of rights, remedies and redress against Contractor that Contractor has against Owner.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 Right to Perform Work and Award Separate Contracts

6.1.1 Owner may perform work related to the Project and award separate contracts in connection with the Project or other work on site under these or similar Conditions of Contract.

6.1.2 Owner will provide for coordination of work of its own forces and of separate contractors with Work of Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.1.3 Claims by Contractor that delay or additional cost is involved because of such action by Owner, shall be made as provided elsewhere in Contract Documents.

6.2 Mutual Responsibility

6.2.1 Contractor shall afford Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and execution of their work, and shall connect and coordinate with their work as required by Contract Documents.

6.2.2 Costs caused by defective or ill-timed work shall be borne by the responsible party.

ARTICLE 7 CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of Contract, the Contract Sum and the Contract Time being adjusted accordingly, with such changes authorized by Change Order. The Designer may order minor changes in the Work which do not impact upon the Contract Sum and the Contract Time.

7.2 Change Orders

7.2.1 A Change Order is a written order signed by Owner and Designer after execution of the Contract authorizing a change in Work or adjustment in Contract Sum or Contract Time, which may be changed only by Change Order. A Change Order not signed by Contractor may be commonly referred to as a Construction Change Directive. A Change Order signed by Contractor indicates agreement therewith, including adjustments in Contract Sum or Contract Time, and certifies that adjustments, including

allowance for overhead and profit, encompass all direct and indirect costs and schedule impacts associated with the change.

7.2.2 Change Orders shall be written on a form consistent with that provided in the Specifications. Itemizations of cost shall be prepared by Contractor on a form consistent with that provided in the Specifications.

7.2.3 Change Orders shall include complete description of changes in Work, Contract Sum, and Contract Time, and be further supported by:

- .1 Documentation of reasons for changes in Work, Contract Sum, and Contract Time.
- .2 Itemization of applicable direct costs to Contractor and subcontractors, citing: Material units, costs, quantities, and totals; Equipment hours, rates, and totals; and, Labor hours, rates, and totals.
- .3 If a weather-related delay, comparative data by the National Oceanic and Atmospheric Administration obtained by the Contractor as an impartial basis for determining justifiable extensions, or daily work logs which describe actual local weather conditions and impact, subject to approval by the Designer.

7.2.4 Proposed Change Orders will be prepared by Designer or Owner and normally signed by both before being submitted to Contractor for signature. Contractor shall retain one (1) counterpart of change orders and return other counterparts to Designer.

7.3 Costs and Credits

7.3.1 Credit to Owner for change in Work shall be actual net costs as confirmed by Designer.

7.3.2 Cost to Owner from change in Work shall be the lump sum properly itemized by Contractor into the three categories of labor, materials and equipment, as confirmed by Designer, and in accordance with 7.3.6.

7.3.3 When both additional cost and credits are involved in a related change, overhead and profit shall be calculated on the net increase, if any, with respect to that change.

7.3.4 In addition to the itemized costs allowed in 7.3.6, there shall be allowed 10% overhead and 5% profit.

7.3.5 If Work is by a subcontractor or sub-subcontractor, then in addition to the costs, overhead, and profit allowed in 7.3.4, there shall be allowed a further 5% for overhead and profit.

7.3.6 Allowable costs defined:

7.3.6.1 Costs shall be limited to the following:

- .1 Direct Payroll Expense of labor;
- .2 costs of materials, supplies, and equipment, including cost of transportation thereof, whether incorporated or consumed;
- .3 rental costs of machinery and equipment rented from others, and not more than eighty percent (80%) of the Associated Equipment Distributors Nationally Averaged Rental Rates for Construction Equipment for machinery and equipment belonging to Contractor;
- .4 costs of premiums for bonds and insurance to the extent required by Contract Documents, permit fees, and sales, use, or other similar taxes related to the Work;
- .5 additional Direct Payroll Expense of superintendence directly attributable to authorized overtime; and,
- .6 reasonable Direct Payroll Expense of project manager and clerical work directly attributable to estimating and coordinating the change.

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

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

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

7.3.6.3 Direct payroll expense (DPE) costs referenced in this subparagraph shall be limited to base salary or hourly wage plus a maximum of thirty nine percent (39%) of base salary or hourly wage, and further limited to a maximum of one hundred fifty five dollars (\$155) per hour, to cover social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance.

7.3.6.4 Specifically excluded from costs and included in overhead are:

- .1 Corporate, home office, and branch office overhead, rent, mortgage, off-site utilities, project management, and personnel not otherwise mentioned;
- .2 capital expenses and interest on capital; and,
- .3 hand tools

ARTICLE 8 TIME

8.1 Time limits stated in Contract Documents are of the essence of the Contract. Contractor shall expedite the Work, and achieve Substantial Completion in accordance with the Agreement.

8.2 "Day" shall mean calendar day unless otherwise specifically designated.

8.3 Delays and Extensions of Time

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

- .1 Class 1 causes: an act or failure to act on the part of Owner or Designer or an employee of either, or of a separate contractor employed by Owner, or an injunction against Owner or Owner's representatives.
- .2 Class 2 causes: abnormal weather, acts of God, riots, civil commotion, acts of War, fire, unavoidable casualties, epidemics, quarantine restrictions, labor disputes, unusual delay in transportation, freight embargoes, or delays or insolvency of subcontractors, sub-subcontractors, or suppliers.

8.3.2 A claim for extension of time shall be made in writing to Designer not more than twenty-one days after commencement of delay; otherwise it shall be waived. In the case of a continuing delay, Contractor shall provide an estimate of probable effect of such delay on progress of Work, and subsequently detail full impact of delay before action will be taken on disposition of the claim.

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

8.3.4 Modifications required under this paragraph shall be implemented in accordance with Article 7.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 Contract Sum is stated in the Agreement and, including authorized adjustments thereto, is the total amount payable by Owner to Contractor for performance of Work under the Contract Documents.

9.2 Schedule of Values shall be submitted by Contractor to Designer before first Application for Payment, apportioning Contract Sum to the various parts of Work, prepared in such form and supported by such data to substantiate its accuracy as Designer may require, and unless objected to by Designer, shall be used as basis for Contractor's Application for Payment.

9.3 Progress Payments

9.3.1 Based upon six counterparts of an Application for Payment on AIA Document G702 Application and Certificate for Payment accompanied by AIA Document G703 Continuation Sheet itemized according to the Schedule of Values with required attachments and accompanying submittals prepared and submitted to Designer by Contractor, and Certificates for Payment issued by Designer, Owner will make progress payments on account of the Contract Sum to Contractor.

9.3.2 Applications may include proper allocations for materials suitably stored at the site and materials suitably stored at another location if agreed in writing and documented with:

- .1 attached certification as to where materials are stored and that materials are fully insured and tagged to identify them for project;
- .2 copies of bills of sale for materials; and,
- .3 certificates of insurance covering materials.

9.3.3 Payment prior to Substantial Completion of the Work shall be in the amount of ninety five percent (95%) of the portion of Contract Sum certified by Contractor and Designer for each pay request, less the aggregate of previous payments by Owner.

9.3.4 Upon Substantial Completion of the Work, payment sufficient to increase total payments to ninety eight percent (98%) of Contract Sum, less such amounts as Designer determines for incomplete work and unsettled claims.

9.3.5 Contractor must attach to Application a Consent of Surety, using AIA Document G707A or a similarly formed letter, if retainage, as a percentage of the total completed and stored to date, is less than was provided in the previous application.

9.3.6 Payment may be expected within forty five (45) days after an undisputed Certificate for Payment has been received by Owner.

9.3.7 Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, the portion thereof to which the Subcontractor is entitled.

9.3.8 Neither Certificates for Payment nor making payment shall constitute acceptance of work not in accordance with Contract Documents.

9.4 Payments Withheld

Payments may be withheld to such extent as may be necessary 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 failure to carry out the Work in accordance with the Contract Documents.

9.5 Title to Work

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

9.6 Substantial Completion

9.6.1 The Date of Substantial Completion is the date certified by Designer when:

- .1 Work is sufficiently complete so Owner can occupy or utilize the Work or designated portion thereof for its intended use;
- .2 Contractor has provided Operating & Maintenance Data Binders which include complete Product Data, Operating & Maintenance Data, and use and occupancy permits if applicable; and,
- .3 Contractor has tested, demonstrated, and operated equipment and systems if any in the presence of Owner representatives.

9.6.2 When Contractor considers Work substantially complete, Contractor shall submit to Designer written notice that Work is Substantially Complete, with a list of items to be completed or corrected and dates scheduled for completion or correction of each item. Upon receipt of such notice, Designer will schedule an inspection meeting with Contractor and Owner.

9.6.3 If Designer determines that Work is not Substantially Complete, Designer will promptly notify Contractor in writing stating reasons. Contractor shall remedy deficiencies in Work and send second written notice of Substantial Completion to Designer. Designer will then schedule a reinspection meeting.

9.6.4 When Designer concurs that Work is substantially complete, Designer will prepare a Certificate of Substantial Completion accompanied by Contractor's list of items to be completed or corrected as verified and amended by Designer. Designer will submit this Certificate to Contractor and Owner for their signatures.

9.6.5 The Certificate of Substantial Completion shall establish the Date of Substantial Completion, stating responsibilities of Owner and Contractor for security, maintenance, heat, utilities, damage to Work, and insurance, and fixing the time within which Contractor shall complete the Work. Warranties shall commence on the Date of Substantial Completion.

9.7 Liquidated Damages

Time being of the essence, the parties agree that the amount of damages resulting from delay would be uncertain and difficult to prove, that the amount for liquidated damages set forth in the Agreement is a reasonable estimate of damages which would result from delay, and accept the conditions for liquidated damages in the amount set forth in the Agreement for reduction of the Contract Sum in compensation for each calendar day in excess of the allotted time for Substantial Completion.

9.8 Final Inspection

9.8.1 The Date of final Completion is the date certified by Designer when Contractor has:

- .1 completed the required construction activity, with no items outstanding;
- .2 provided Record Documents required by 3.11.1;
- .3 provided Project Data Binders required by 3.11.3; and,
- .4 obtained inspections or letters of acceptance for items requiring approval from governing authorities, and added these to the Project Data Binders.

9.8.2 When Contractor has reviewed Contract Documents and inspected Work for completion in compliance with Contract Documents, and considers Work complete and ready for final inspection and acceptance, Contractor shall submit to Designer written request for final inspection certifying readiness. Upon such request and certification, Designer will make inspection as soon as practicable.

9.8.3 If Designer considers Work incomplete or defective, Designer will promptly notify Contractor in writing listing incomplete or defective work. Contractor shall take immediate steps to remedy stated deficiencies and repeat the process of the previous subparagraph.

9.8.4 If Designer finds Work acceptable in accordance with Contract Documents and the Contract fully performed, Designer will make final accounting.

9.9 Final Accounting

9.9.1 A final modification will be made for Liquidated Damages and other appropriate adjustments, if any, to Contract Sum not previously effected.

9.9.2 When the Work and Final Accounting are complete, Contractor shall submit Final Application for Payment.

9.10 Final Payment

9.10.1 Contractor shall submit to Designer six equal counterparts of final application on AIA Document G702 Application and Certificate for Payment, accompanied by:

- .1 AIA Document G703 Continuation Sheet itemized with line items and values of the Schedule of Values;
- .2 Contractor's Affidavit of Payment of Debts and Claims on AIA Document G706, that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner might in any way be responsible, have been paid or otherwise satisfied;
- .3 Consent of Surety Company, if any, to Final Payment on AIA Document G707 or a similarly formed letter, including acknowledgment of exemptions which were identified in Contractor's Affidavit;
- .4 other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers, to the extent and in such form as may be designated by the Owner;
- .5 a copy of roofing system warranties, if any are required by the Contract Documents; and,
- .6 a copy of the list of subcontractors and suppliers required by clause 3.11.2.2.

9.10.2 Upon completion of the Work and full performance of the Contract, final inspection, and receipt of the final Application for Payment with required attachments, Designer will issue Certificate for Payment.

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

9.10.4 The making of final payment shall not constitute a waiver of claims by the Owner for:

- .1 faulty or defective Work appearing after Substantial Completion;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or,
- .3 terms of any special warranties required by the Contract Documents.

9.10.5 Acceptance of final payment shall constitute a waiver of payee's claims except those previously made in writing and identified as unsettled at time of final application for payment.

9.11 Method of Payment

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

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

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

ARTICLE 10

PROTECTION of PERSONS and PROPERTY

10.1 Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or subcontractors; and
- .3 other property and appurtenances at the site or adjacent thereto.

10.2 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.

10.3 Contractor shall erect and maintain reasonable safeguards for safety and protection.

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

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

10.6 Contractor shall promptly remedy damage or loss to property caused in whole or in part by Contractor, subcontractor, or sub-subcontractor, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or Designer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to obligations under Paragraph 3.18.

ARTICLE 11

INSURANCE and BONDS

11.1 Contractor's Liability Insurance

11.1.1 The company or companies providing coverage shall be licensed to do business in Tennessee by the Tennessee Department of Commerce and Insurance. Contractor shall purchase and maintain throughout the life of this Contract such liability insurance, written in a comprehensive form satisfactory to the Owner, as will serve the contractual liability applicable to Contractor's obligations under Paragraph 3.18 and protect Contractor and the Owner from claims set forth below which might arise out of or result from Contractor's operations under Contract, whether such operations be by Contractor, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Liabilities to be insured under Contractor's insurance shall include, but not be limited to:

- .1 claims under worker's or workmen's compensation, disability benefit and other similar employee benefits acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- .4 claims for damages insured by usual 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, including to the Work itself, because of injury to or destruction of tangible property, on or away from the site, including loss of use resulting therefrom; and,

.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

11.1.2 Limits of liability provided under Contractor's insurance shall be not less than required by law, or as follow, whichever is greater:

.1 Comprehensive General Liability

.a including:

- Premises / Operations
- Underground, explosion, collapse
- Products / Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage

.b Combined single limits for bodily injury and property damage:

Each Occurrence: \$500,000
Aggregate: \$1,000,000

.c Products and Completed Operations to be maintained for one year after final payment.

.d Asbestos abatement insurance

.1 Non-friable asbestos: If removal or abatement of non-friable asbestos is included in the Work, and Contractor's General Liability insurance coverage excludes risks associated with asbestos, Contractor shall provide evidence of a Special Endorsement.

.2 Friable asbestos: If removal or abatement of friable asbestos is included in the Work, Contractor shall provide evidence of a special endorsement.

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

.2 Personal injury, with Employment Exclusion deleted:

Aggregate: \$50,000

.3 Comprehensive Automobile Liability:

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

.b Bodily injury and property damage combined single limits:

Each Occurrence: \$500,000

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

.a Workers Compensation: according to statute

.b Employer's Liability: \$100,000

11.1.3 Certificates of insurance acceptable to Owner attesting to coverage shall be filed with Owner prior to commencement of Work, and shall specifically identify, as confirmation of complete coverage:

.1 each element of coverage, except that "Commercial General Liability" shall mean all of the coverages listed in 11.1.2.1.a unless specifically noted otherwise;

.2 not less than limits set forth above;

.3 Contractor;

.4 Producer;

.5 insurance Carrier;

.6 Project; and,

.7 certificate holder;

11.1.4 Contractor shall notify Owner in writing of changes in coverage or carrier not later than 30 days after notification of Contractor by producer, or 10 days before Contractor makes a change, whichever occurs first. Contractor shall require that if policies are canceled or modified before expiration date thereof, Producer shall endeavor to mail 10 days prior written notice to certificate holder named therein.

11.2 Owner's Liability Insurance

The Owner's shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under the Contract.

11.3 Property Insurance

11.3.1 Owner shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof, including interests of Owner, Contractor, subcontractors and sub-subcontractors, and insuring against perils of fire (with extended coverage) and including "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, debris removal, and reasonable compensation for Designer's services and expenses required as a result of such insured loss. Such insurance carried by the Owner will include a \$10,000 deductible clause. The deductible is the responsibility of the Contractor. Owner's property insurance shall exclude portions of Work stored off-site or in transit; and, Contractor shall provide insurance upon such portions to protect Owner's interest.

11.3.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-Subcontractors in the Work.

11.3.3 Losses insured under Subparagraph 11.3.1 are to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. Contractor shall pay each Subcontractor a just share of insurance proceeds received by Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to Sub-subcontractors in similar manner.

11.3.4 Owner shall file a copy of all policies with Contractor before an exposure to loss may occur.

11.3.5 Owner and Contractor waive all rights against each other for damages caused by fire or other perils to extent covered by insurance obtained pursuant to this Article or other property insurance applicable to Work, except such rights as they may have to proceeds of such insurance held by the Owner as trustee. Contractor shall require similar waivers in favor of Owner and Contractor by subcontractors and sub-subcontractors.

11.3.6 If Owner finds it necessary to occupy or use a portion of Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by Owner and Contractor and to which insurance companies providing property insurance have consented by endorsement to policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of insurance companies to such occupancy or use shall not be unreasonably withheld.

11.4 Bonds

11.4.1 Bonds shall be executed on the Owner's standard forms, as may be exhibited in the Project Manual.

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

11.4.3 Performance Bond and

Labor and Material Payment Bond

If the Contract Sum exceeds \$100,000, Contractor shall provide Contract Bond in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder, and shall also provide Three Year Roof Bond, if and as stipulated in the Bid and Agreement Form.

ARTICLE 12
UNCOVERING AND
CORRECTION OF WORK

12.1 Contractor shall promptly correct Work rejected by Designer as defective or failing to conform with Contract Documents whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Contractor shall bear costs of correcting rejected Work, including compensation for Designer's additional services made necessary thereby.

12.2 If within one year after Date of Substantial Completion, or such longer period of time as may be prescribed by law or by the terms of applicable special warranty required by Contract Documents, work is found to be defective or not in accordance with Contract Documents, Contractor shall correct it promptly unless Owner has previously given Contractor written acceptance of such condition. This obligation shall survive termination of Contract.

12.3 If Three Year Roof Bond is provided according to subparagraph 11.4.3, then with regard only to the roofing system, its installation, and materials, the one year time period of 12.2 is extended for two (2) additional years for a total period of three (3) years, during which time Contractor's obligations hereunder shall be joint and several with Company as defined and set forth in the Roofing System Warranty. For the purpose of this Paragraph, Company's actions, whether of omission or commission, pursuant to Roofing System Warranty are likewise actions of Contractor and in no way negate or reduce responsibilities of Contractor.

12.4 Corrective Inspection

A Corrective Inspection will be scheduled and conducted at project site prior to one year from date Substantial Completion was achieved, but as close to the end of that year as is reasonably possible, and shall be attended by at least one representative each of Owner, Designer, and Contractor, in order to evaluate outstanding corrections needed pursuant to the one-year correction period required by Paragraph 12.2.

ARTICLE 13
TERMINATION OR SUSPENSION
OF THE CONTRACT

14.1 Termination by Owner

14.1.1 If Contractor is adjudged bankrupt, or makes general assignment for benefit of creditors, enters receivership, persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials, or fails to promptly pay subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of authorities having jurisdiction, or otherwise substantially violates provisions of the Contract Documents, then Owner, upon certification by Designer of sufficient cause, without prejudice to any right or remedy, may upon seven days' written notice to Contractor, terminate employment of Contractor, taking possession of site and materials, equipment, tools, consumed labor, construction equipment, and machinery thereon owned by Contractor, and may finish Work by whatever method Owner deems expedient. In such case the Contractor shall not be entitled to receive further payment until Work is finished.

14.1.2 If unpaid balance of Contract Sum exceeds costs of finishing Work, including Designer's additional services made necessary thereby, such excess shall be paid to Contractor. If costs exceed the unpaid balance, Contractor shall pay difference to Owner. The amount to be paid to Contractor or to Owner, as case may be, shall be certified by Designer, upon application. This obligation for payment shall survive termination of Contract.

14.2 Termination by Contractor

If Designer fails to issue a Certificate for Payment for a period of thirty days through no fault of Contractor, or if Owner fails to make payment thereon for a period of forty five days, Contractor may, upon ten days additional notice in writing to Owner and Designer, terminate the Contract and recover from Owner payment for Work executed and for proven losses sustained upon materials, equipment, tools, construction equipment, machinery, and reasonable overhead, profit and costs normally allowed in Article 7.

END OF DOCUMENT

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site and premises.
- D. Owner occupancy.
- E. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes an addition of 4,153 temporary Bleacher type (Leased) Seating.
- B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER

- A. Provide location

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Owner.

1.5 OWNER OCCUPANCY

- A. The Owner will be completing construction throughout the stadium.

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

1.6 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

**SECTION 01 26 20
WEATHER DELAYS**

PART 1 - GENERAL

1.01 EXTENSIONS OF CONTRACT TIME

- A.** If the basis exists for an extension of time in accordance with paragraph 8.3 of the Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

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

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

1.03 ADVERSE WEATHER and WEATHER DELAY DAYS

- A.** Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
1. precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure
 2. temperatures which do not rise above 32 degrees 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 is specified
 4. sustained wind in excess of twenty-five (25) m.p.h.
 5. standing snow in excess of one inch (1.00")
- B.** Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
1. for rain days above the standard baseline;
 2. only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings; and,
 3. at a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.
- C.** A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day.

1.04 DOCUMENTATION and SUBMITTALS

A. WEATHER DELAY REPORT:

Use a copy of Section 01 26 25 as a Weather Delay Report, indicating for each calendar month the days on which construction activity affecting the critical path of the Work was prevented by weather conditions. Mark the column for the general cause; and, under "Specifics", indicate corresponding measurement of precipitation, temperature, wind, or other influencing factors, and the construction activity that was scheduled and delayed. At the end of the month, add up the number of days delay, subtract the baseline number given in Section 01 26 20, and show the resulting claimable days. Submit a copy of the completed report with the next application for payment and with subsequent claim for time extension. Claims for time extension based upon weather delays will be denied if a submitted report does not corroborate the claim or if no report was submitted when it was required in accordance with this paragraph.

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

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

D. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.

E. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in paragraph 4.3 of the Conditions.

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

END OF SECTION

SECTION 01 26 25 WEATHER DELAY REPORT

SBC Project Number and project name	Month and Year reported below

Day of month	"X" if Work delayed by this cause				Specifics
	Precip	Temp	Wind	Dryout	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
Total number of days this month with delay due to weather					
Baseline number from Section 01 26 20					
Total – Baseline = claimable days					

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

Amendment

Modification
Number:

Change Order

Construction Change Directive

PROJECT:

Original Contract Date:

This Change initiated:

Project Number

The following changes in the Contract are hereby directed:

Item	Reference	Work	Contract-Sum	Contract-Time
------	-----------	------	--------------	---------------

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

CONTRACTOR	DESIGNER	OWNER
Signed	Signed	Signed
Name	Name	Name
&	&	&
Date	Date	Date
For	For	For

SECTION 01 26 54 FORM FOR PRICE SUMMARY

Type only in shaded areas. Rounding off is permitted on State contracts if rounding up for decreases and rounding down for increases. Math functions in this worksheet show rounded off to nearest penny, but carry exact value for calculations. Let embedded math do its work. This spreadsheet is available on Owner's website, Designers' Manual, Bidding Documents, listed by its Section number and title.

SBC Project Number:	Project Name:
---------------------	---------------

Name of General contractor:

Proposal Number:	Date Itemized:	Page	of	pages
------------------	----------------	------	----	-------

Work by Subcontractors	Name of Subcontractor	Costs and Allowances

	Subtotal:	0.00
General Contractor mark-up on Subtotal:	<input style="width: 50px;" type="text"/> % =	0.00
Subtotal for General Contractor for work by subcontractors:		0.00

Work by General Contractor	

Subtotal (including Subcontractors and the General Contractor):	0.00
---	------

Bond Premium:	% =	0.00
---------------	-----	------

Total:	0.00
---------------	-------------

SECTION 01 26 55 FORM FOR PRICE OF WORK

Type only in shaded areas. Rounding off is permitted on State contracts if rounding up for decreases and rounding down for increases. Math functions in this worksheet show rounded off to nearest penny, but carry exact value for calculations. Let embedded math do its work. This spreadsheet is available on Owner's website, Designers' Manual, Bidding Documents, listed by its Section number and title.

SBC Project Number:	Project Name:
---------------------	---------------

Work itemized below provided by:

Proposal Number:	Date Itemized:	Page	of	pages
------------------	----------------	------	----	-------

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00

Materials	Subtotal	0.00	Equipment	Subtotal	0.00
	% Sales Tax =	0.00		% Burden =	0.00
	Cost:	0.00		Cost:	0.00

Subtotal of Costs of Materials + Equipment + Labor = \$ 0.00

10% Overhead allowed on costs = \$ 0.00

Subtotal of Costs + Overhead = \$ 0.00

5% Profit allowed on Costs + Overhead = \$ 0.00

Total for this change = \$ 0.00

SECTION 01 26 56 FORM FOR PRICE OF TIME

Type only in shaded areas. Rounding off is permitted on State contracts if rounding up for decreases and rounding down for increases. Math functions in this worksheet show rounded off to nearest penny, but carry exact value for calculations. Let embedded math do its work. This spreadsheet is available on Owner's website, Designers' Manual, Bidding Documents, listed by its Section number and title.

SBC Project Number:	Project Name:
---------------------	---------------

Work Itemized below provided by:

Proposal Number:	Date Itemized:	Page	of	pages
------------------	----------------	------	----	-------

Description	Period Cost	Period (Year, Month, Week, Day)	Cost Per Day
Superintendent Salary			
Superintendent Vehicle			
General Use Vehicles			

Field Office			
Field Office Equipment			
Computer			
Fax Machine			
Copier			
Typewriter			
Calculator			
Field Office Utilities			
Electricity			
Natural Gas			
Water Service			
Drinking Water			
Telephone Service			
On-Site Storage			
Shed			
Trailer			
Safety Program			
Cleaning			
Site Toilet(s)			

Subtotal of Costs:

10% for Overhead:

Subtotal with Overhead:

5% for Profit:

Total per day:

When filling in the "Period" column, you must use the full word "Year", "Month", "Week", or "Day" for the correct math to be provided to the "Cost Per Day" column.

SECTION 01 41 15
BASIC REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 CODES AND REGULATIONS

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

Document	Source	Phone
1. 2006 International Building Code	International Code Council, Inc. 500 New Jersey Avenue NW, 6 th Floor Washington, D.C. 20001	(202) 370-1800
2. 2006 International Mechanical Code Rules of the Tennessee Department of Commerce and Insurance Division of Fire Protection Chapter 0789-02-02 Codes and Standards		
3. 2006 International Fire Code		
4. 2008 National Electrical Code	National Fire Protection Association 1 Batterymarch Park Quincy, Massachusetts 02169	(800) 344-3555
5. 2006 Life Safety Code (NFPA No. 101-2006) (NFPA Standards as listed in NFPA 1, Chapter 2 – excluding NFPA 5000)		
6. 2007 Tennessee Elevator Safety Board Rules Chapter 0800-3-4 Elevators, Dumbwaiters, Escalators, and other Lifts	Tn. Dept. of Labor and Workforce Development Div. of Boiler & Elevator Inspection Elevator Safety Board 3 rd Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, Tennessee 37243	(615) 741-2123
7. 2007 Board of Boiler Rules Chapter 0800-3-3 Boiler Inspections		
8. ASHRAE standard 90.1-2007 Energy Standards for Bldgs except Low-Rise Residential Buildings	American Society of Heating, Refrigerating & Air Conditioning Engineers 1791 Tullie Circle NE Atlanta, Georgia 30329	(800) 527-4723
9. ASHRAE standard 90.2-2004 Energy-Efficient Design of New Low-Rise Residential Buildings		
10. ASHRAE standard 62.1-2007 Ventilation for Acceptable Indoor Air Quality		
11. Tennessee Chapters 0780-2-1, Electrical Installations 0780-2-2, Codes & Standards 0780-2-3, Plan & Spec Review 0780-2-18, Equitable Restrooms	Tn. Dept. of Commerce and Insurance Div. of Fire Prevention, Codes Enforcement Sec. 3rd Floor Davy Crockett Tower 500 James Robertson Parkway Nashville, Tennessee 37243-1162	(615) 741-7190
12. ADA Title II, 28 CFR parts 35 and/or 36 or, when applicable to specific Student Housing projects, Uniform Federal Accessibility Standards, Fed-Std-795, April 1, 1988	U.S. Department of Justice Civil Rights Division, Disability Rights Section-NYA 950 Pennsylvania, NW Washington, DC 20530	(800) 514-0301
	Architectural and Transportation Barriers Compliance Board ATTN: OCE Suite 1000 @ 1331 F Street NW Washington, D.C. 20004	(202) 272-5434 (800) 872-2253 Tracy @ ext 30
13. and, for Title III applications within Title II sites or facilities, 2002 North Carolina Accessibility Code w/ 2004 Amendments	N.C. Dept. of Insurance P.O. Box 26387 Raleigh, North Carolina 27611	(919) 733-3901

END OF SECTION

**SECTION 01 78 25
DATA BINDER RECEIPT**

PART 1 - GENERAL

1.01 RELATED SECTIONS

Section 01 29 76 Payment Procedures
Section 01 77 70 Close-Out Procedures
Section 01 78 21 Close-Out Submittals

1.02 CONTRACTOR PREPARATION AND USE OF THIS FORM

- A.** Use this form or a reasonable facsimile to verify delivery of Data Binders. Fill in the identifying information following this paragraph, then use the prepared form as a receipt, for signature by the person to whom Data Binders are delivered. Provide a copy of the receipt with the application for payment.
1. For the Application for Payment commensurate with Substantial Completion, provide a copy indicating delivery of Operating and Maintenance Data Binders.
 2. For the Application for Payment commensurate with Final Completion, provide a copy indicating delivery of Project Data Binders.

B. Identifying Information:

1. For the Work:

Project Title:
*(SBC project number,
institutional location,
and work name)*

2. For the Data Binder(s), mark **only one** of the boxes below:

ONLY Operating & Maintenance Data Binder
(due at substantial completion inspection)

ONLY Project Data Binder
(due at final inspection)

BOTH data binders

1.03 RECIPIENT SIGNATURE

- A.** By signature below, recipient acknowledges receipt of the Data Binder identified above, but does not certify the completeness or correctness of the Data Binder.

Recipient Signature:

*Legibly indicate
recipient's name
and title or affiliation
with Owner or Designer*

SECTION 01 78 88
REPORT OF SUBCONTRACTORS AND SUPPLIERS

Project	SBC Project Number	Page
		of

Use first entry on first page for General Contractor

Work performed or Material Supplied, and Dollar Value	Firm name and address	Principal Contact and Phone	If a Minority-Owned Business, classification and certifying agency. If not, "NO".

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site and premises.
- D. Owner occupancy.
- E. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes an addition of a minimum of 4,117 temporary Bleacher type (Leased) Seating.
- B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER

- A. Provide location

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Owner.

1.5 OWNER OCCUPANCY

- A. The Owner will be completing construction throughout the stadium.

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

1.6 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Price and Payment Procedures:
 - 1. Schedule of values.
 - 2. Applications for payment.
 - 3. Change procedures. See Section 01 26 40: Form for Amendment, Change Order, or Directive

- B. Administrative Requirements:
 - 1. Coordination.
 - 2. Field engineering.
 - 3. Preconstruction Meetings.
 - 4. Progress meetings.
 - 5. Equipment electrical characteristics and components.
 - 6. Cutting and patching.

- C. Submittals:
 - 1. Submittal procedures.
 - 2. Construction progress schedules.
 - 3. Proposed products list.
 - 4. Product data.
 - 5. Shop drawings.
 - 6. Samples.
 - 7. Manufacturer's instructions.
 - 8. Manufacturer's certificates.

- D. Quality Requirements:
 - 1. Quality control.
 - 2. Tolerances.
 - 3. References.
 - 4. Labeling.
 - 5. Mock-ups.
 - 6. Examination.
 - 7. Preparation.

- E. Temporary Facilities and Controls:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating and cooling.
 - 4. Temporary ventilation.
 - 5. Telephone and facsimile service.

6. Temporary water service.
7. Temporary sanitary facilities.
8. Field offices and sheds.
9. Parking.
10. Progress cleaning and waste removal.
11. Project identification.
12. Fire prevention facilities.
13. Barriers and fencing.
14. Protection of installed work.
15. Removal of utilities, facilities, and controls.

F. Product Requirements:

1. Products.
2. Delivery, handling, storage, and protection.
3. Product options.
4. Substitutions.

G. Execution Requirements:

1. Closeout procedures.
2. Final cleaning.
3. Starting of systems.
4. Demonstration and instructions.
5. Testing, adjusting and balancing.
6. Protecting installed construction.
7. Project record documents.
8. Operation and maintenance data.
9. Spare parts and maintenance materials.
10. Warranties.

1.2 SCHEDULE OF VALUES

- A. Submit schedule on AIA Form G703. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within five (5) days after date of Owner-Contractor Agreement.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 and G703.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.

1.4 COORDINATION

- A. Coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
- D. In finished areas, conceal pipes, ducts, and wiring within construction.

1.5 FIELD ENGINEERING

- A. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.

1.6 PRECONSTRUCTION MEETINGS

- A. Architect will schedule preconstruction meeting after Notice of Award for affected parties.
- B. When required in individual specification section, convene pre-installation meeting at Project site prior to commencing work of section.

1.7 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.8 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Motors: NEMA MG1 Type; specific motor type is specified in individual specification sections.
- B. Wiring Terminations: Terminal lugs to match branch circuit conductor; size terminal lugs to NFPA 70.
- C. Cord and Plug: Minimum 6 foot cord and plug including grounding connector; cord of longer length is specified in individual sections.

1.9 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements.
- C. Execute cutting, fitting, and patching to complete Work, and to:
 - 1. Fit several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Cut masonry and concrete materials using masonry saw or core drill. Restore Work with new Products in accordance with requirements of Contract Documents.
- E. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- F. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Refinish surfaces to match adjacent finishes.

1.10 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, subcontractor or supplier; and pertinent Contract Document references.
- B. 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 requirements of the Work and Contract Documents.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of completed Work.
- D. Revise and resubmit submittals as required; identify changes made since previous submittal.

1.11 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) days after date of Owner-Contractor Agreement for Architect review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
- C. Submit horizontal bar chart with separate line for each section of Work, identifying first work day of each week.

1.12 PROPOSED PRODUCTS LIST

- A. Within five (5) days after date of Owner-Contractor Agreement submit list of major Products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.13 PRODUCT DATA

- A. Product Data:
 - 1. Submitted to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.
- B. Submit number of copies which Contractor requires, plus two copies which will be retained by Architect.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.14 SHOP DRAWINGS

- A. Shop Drawings:
 - 1. Submitted to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.

- B. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- C. Submit in form of one reproducible transparency and one opaque reproduction.

1.15 SAMPLES

- A. Samples for Review:
 - 1. Submitted to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.
- B. Samples For Selection:
 - 1. Submitted to Architect for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturer's standard colors, textures, and patterns for Architect selection.
 - 3. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.
- C. Submit samples to illustrate functional and aesthetic characteristics of Product.
- D. Submit samples of finishes in custom colors selected, textures, and patterns for Architect's selection.

1.16 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit manufacturer printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

1.17 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit certifications by manufacturer to Architect, in quantities specified for Product Data.

- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.18 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.19 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturer's tolerances.

1.20 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. When specified reference standard conflict with Contract Documents, request clarification from Architect before proceeding.

1.21 LABELING

- A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
 1. Model number.
 2. Serial number.
 3. Performance characteristics.

1.22 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.
- B. Accepted mock-ups are representative of quality required for the Work.
- C. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so.

1.23 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify utility services are available, of correct characteristics, and in correct location.

1.24 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

1.25 TEMPORARY ELECTRICITY

- A. Owner will pay cost of electricity used.
- B. Do not disrupt Owner's need for continuous service.

1.26 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Permanent building lighting may be utilized during construction. Repair, clean, and replace lamps at end of construction.

1.27 TEMPORARY HEATING AND COOLING

- A. Utilize Owner's existing heating and cooling plant, extend and supplement with temporary units and heat and cool as needed to maintain specified conditions for construction operations.
- B. Owner will pay cost of energy used.
- C. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

- D. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.28 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

1.29 TELEPHONE AND FACSIMILE SERVICE

- A. Provide, maintain and pay for telephone and telephone facsimile service to field office at time of project mobilization.

1.30 TEMPORARY WATER SERVICE

- A. Connect to existing water source for construction operations.

1.31 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facilities may not be used.
- B. Maintain in clean and sanitary condition.

1.32 FIELD OFFICES AND SHEDS

- A. Office: Existing Conference Room may be utilized as field office.
- B. Provide table and chairs to accommodate 6 persons.

1.33 PARKING

- A. Arrange, with Owner, for temporary parking areas to accommodate construction personnel.

1.34 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

1.35 PROJECT IDENTIFICATION

- A. Provide 4 foot wide x 8 foot high project sign of exterior grade plywood and wood frame construction, painted, to Architect's design and colors.

- B. Erect on site at location established by Owner.

1.36 FIRE PREVENTION FACILITIES

- A. Prohibit smoking on the campus.
- B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

1.37 BARRIERS AND FENCING

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.
- B. Construction: Contractor's option.

1.38 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

1.39 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Clean and repair damage caused by installation or use of temporary work.
- B. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.40 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of same manufacture for components being replaced.

1.41 DELIVERY, HANDLING, STORAGE, AND PROTECTION

- A. Deliver, handle, store, and protect Products in accordance with manufacturer's instructions.

1.42 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for manufacturers not named.

1.43 SUBSTITUTIONS

- A. Architect will consider requests for Substitutions only within five (5) days after date of Owner-Contractor Agreement.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

1.44 CLOSEOUT PROCEDURES

- A. Submit written certification Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for Architect's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.45 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces.
- C. Clean debris from site, roofs, gutters, downspouts, and drainage systems.
- D. Replace filters of operating equipment.
- E. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.46 STARTING OF SYSTEMS

- A. Provide three days notification prior to start-up of each item.
- B. Ensure each piece of equipment or system is ready for operation.
- C. Execute start-up under supervision of responsible persons in accordance with manufacturer's instructions.
- D. Submit written report stating equipment or system has been properly installed and is functioning correctly.

1.47 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled times, at equipment location.

1.48 TESTING, ADJUSTING, AND BALANCING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.49 PROTECTING INSTALLED CONSTRUCTION

- A. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- B. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- C. Prohibit traffic from landscaped areas.

1.50 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed.

- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Owner with claim for final Application for Payment.

1.51 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.
- C. Internally subdivide binder contents with permanent page dividers, logically organized, with tab titles legibly printed under reinforced laminated plastic tabs.
- D. Contents:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system.
 - 3. Part 3: Project documents and certificates.

1.52 SPARE PARTS AND MAINTENANCE MATERIALS

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

1.53 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 13 34 16

TUBULAR STEEL BLEACHERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Design, fabrication, and installation of continuous tubular steel frame bleachers.
 - 1. Understructure: painted steel.

1.02 SUBMITTALS

- A. Shop Drawings: Submit shop drawings sealed by a registered professional engineer indicating location, size, details, and quantity of all concrete, steel components and accessories.
- B. Color Chart: Submit for selection if applicable.
- C. Product Sample: Submit
- D. Manufacturers product data
- E. Certificate of Structural Adequacy.

1.03 QUALITY ASSURANCE

- A. Codes and Standards: Design, fabrication, and installation shall be in accordance with applicable codes, regulations, and accessibility requirements (ADA).
- B. Manufacturer Qualifications: Minimum 10 years experience in the design and manufacture of bleachers.
- C. Installer Qualifications: Employ persons trained and experienced in the installation of bleachers.
- D. Welders: AWS certified.

1.04 PROJECT CONDITIONS

- A. Owner will verify site location.
- B. Owner will locate all underground utilities and obstructions.
- C. Owner will furnish geotechnical report indicating soil conditions and allowable soil bearing pressure.
- D. Owner will verify bleacher location and benchmark dimensions and elevation.

1.05 WARRANTY

- A. Warranty bleachers to be satisfactory as to design, workmanship, and materials for 1 year beginning after completion of project. This warranty excludes any results of abnormal use in service, intentional damage, or accidental damage or other occurrence beyond the control of The contractor.

1.05 MAINTENANCE

- A. Annual inspection and evaluation to be conducted by a qualified person. Contractor to provide required maintenance of bleacher to insure safe conditions by owner.

PART 2 PRODUCTS

2.01 VENDORS

The Temporary Grandstand equipment proposed may be from the following manufacturers or approved equal:

- a. B & K Rentals
- b. Nussli (US) LLC
- c. Sturdisteel Company

2.02 TUBULAR STEEL FRAME BLEACHERS

- A. Refer to Site plan for location and seating capacity Chart for portable bleachers or continuous angle frame bleachers. To obtain the approximate number of net seats.

B. Design: Design shall be in accordance with American Institute of Steel Construction.

C. Design Loads:

1. Live Load: 100 pounds per square foot (psf) gross horizontal projection.
2. Perpendicular Sway Load: 10 per linear foot (plf) of seat plank.
3. Lateral Sway Load: 24 plf of seat plank.
4. Wind Load: Per local building code requirements.
5. Live Load for Seat and Tread Planks: 120 plf.
6. Guardrail and Handrail Loads: A single 200 pounds concentrated or 50 plf distributed load applied in any direction, at any location.
7. Note: Seismic loads never control the design of these systems.

D. Shop Connections: Welded and capable of carrying stress put upon them.

E. Welding: AWS standards.

F. Framework: Space prefabricated tubular steel frames at 6 foot intervals and connect by cross braces.

G. Rise and Depth Dimensions:

1. Vertical Rise and Horizontal Depth per Row: 8 inches by 24 inches.
2. Seat Above its Respective Tread: 17 inches.

H. Riser: 1/2" x 7 1/2" anodized aluminum board. At top row 1/2" x 9 3/8" anodized aluminum board.

I. Seats: 1 1/2" x 9 1/2" anodized aluminum board, with end caps.

J. Treads: 2 – 1 1/2" x 9 1/2" mill finish aluminum boards with end caps.
1 – 1 1/2" x 9 1/2" mill finish board for 3 row non-elevated units.

K. Guardrail: Furnish at all sides of bleacher, entry stairs, walkways, ramps, portals, and landings where 30" or more above adjacent area or grade. Material shall be anodized aluminum pipe with end plugs at ends of straight runs or elbows at corners. Secure to angle posts by galvanized fasteners. Top rail shall be 42 inches (min.) above walkways and entrances and 42 inches (min.) above any adjacent seat. Include 9 gauge galvanized chain link fencing fastened in place with galvanized fittings and aluminum ties.

L. Front Walkway on Tubular Steel Frame Bleachers: 60 inches wide , elevated 30 or 40

inches high on mudsills, 28 ½" or 38 ½" on slabs. Walkway deck with 1 ½" by 9 ½" mill finish aluminum boards.

- M. Steps: Galvanized steel frames with 1 ¾" x 11 ½" mill finish aluminum boards with 1" x 1" dark bronze contrasting nosing.
- N. Entry Stairs: Provide entry stairs for elevated bleachers in accordance with local code requirements, 7 " maximum rise, 11" minimum tread, and guardrails and handrails per local building code.
- O. Aisle Width: 48 inch minimum middle aisle width and 36" minimum end aisle width. Greater width as needed to meet code egress requirements.
- P. Mudsills: 1 ½ inch by 5 1/2 inch (optional 1 1/2 inch by 7 1/2 inch) treated lumber, drilled for field bolting.
- Q. Accessibility Provision: Incorporate ramps and wheelchair spaces within bleacher system in accordance with local code requirements and ADA.

2.03 MATERIALS

- A. Framework:
 - 1. Painted Steel: ASTM A36, A572 Gr 50.
 - 2. Aluminum: Aluminum alloy 6061-T6, mill finish.
- B. Extruded Aluminum:
 - 1. Seat Boards: Extruded aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II.
 - 2. Tread Boards and Riser Boards: Extruded aluminum alloy 6063-T6, mill finish.
- C. Guardrail: Aluminum anodized pipe, 1 5/8 inches O.D.
- D. Accessories:
 - 1. Steel Bolts and Nuts: Equal to or greater than ASTM A307, galvanized. All structural connections are snug tight per RCSC 2000 specification.
 - 2. Hold-Down Clip Assembly: Aluminum alloy 6063-T6.
 - 3. Form Fitted End Caps: Aluminum alloy 2024, clear anodized 204R1, AA-M10C22A31, Class II.
 - 4. Channel End Caps: Aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install tubular steel frame bleachers complete in accordance with manufacturer's written instructions and approved shop drawings.

3.02 ADJUSTING

A. Inspect completed bleachers and make necessary adjustments to ensure properly installed conditions.

3.03 CLEAN-UP

A. Clean-up all debris caused by work of this section.

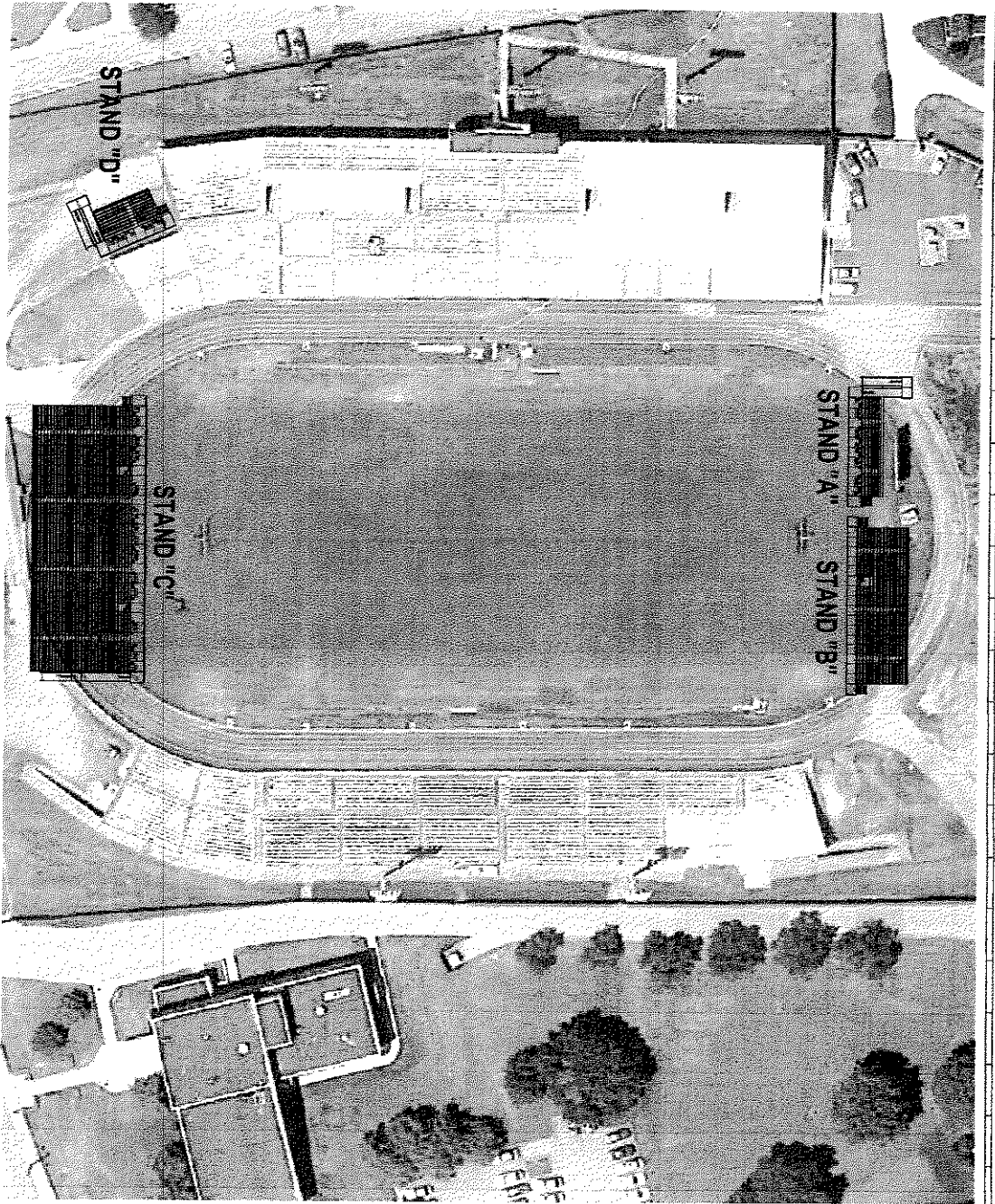
END OF SECTION

2012 TENNESSEE STATE UNIVERSITY FOOTBALL WILLIAM J. HALE STADIUM NASHVILLE, TENNESSEE

RRBD

SHELL INDEX

T1.00	COVER PAGE
S1.00	SITE PLAN
P1.00	SEATING PLAN STAND "A"
P2.00	SEATING PLAN STAND "B"
P3.00	SEATING PLAN STAND "C"
P4.00	SEATING PLAN STAND "D"
E1.00	CROSS SECTION STAND "A"
E2.00	CROSS SECTION STAND "B"
E3.00	CROSS SECTION STAND "C"
E4.00	CROSS SECTION STAND "D"
E5.00	TYPICAL DETAILS



SITE PLAN

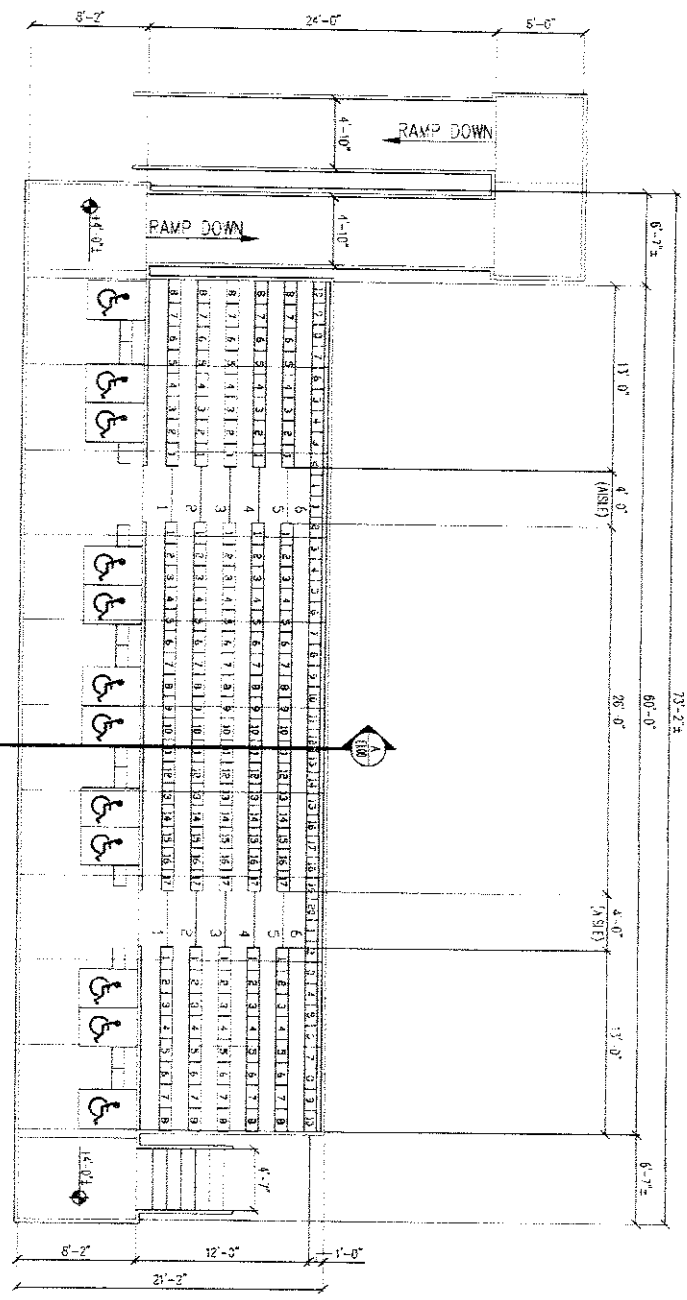
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SEAT COUNT

TOTAL SEAT COUNT	4,117
TOTAL SEAT COUNT STAND A	228
TOTAL SEAT COUNT STAND B	899
TOTAL SEAT COUNT STAND C	2,877
TOTAL SEAT COUNT STAND D	198
TOTAL SEAT COUNT	4,117

THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE OF TENNESSEE. THE LOCAL GOVERNMENT HAS THE RIGHT TO REVOKE OR MODIFY THIS SITE PLAN AT ANY TIME. THE STATE OF TENNESSEE HAS THE RIGHT TO REVOKE OR MODIFY THIS SITE PLAN AT ANY TIME. THE LOCAL GOVERNMENT AND THE STATE OF TENNESSEE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE LOCAL GOVERNMENT AND THE STATE OF TENNESSEE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE LOCAL GOVERNMENT AND THE STATE OF TENNESSEE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

PROJECT NO.	2012 TENNESSEE STATE UNIVERSITY FOOTBALL
CLIENT	WILLIAM T. HART STADIUM AUTHORITY, TENNESSEE
DATE	12/20/11
SCALE	AS SHOWN
DESIGNER	SL/BD



SEATING PLAN - STAND "A"

SCALE: 1/4" = 1'-0"

SEAT COUNT	
TOTAL BENCH SEATS	- 205
TOTAL HANDICAP SEATS	- 12
TOTAL ATTENDANT SEATS	- 12
TOTAL SEAT COUNT	- 229

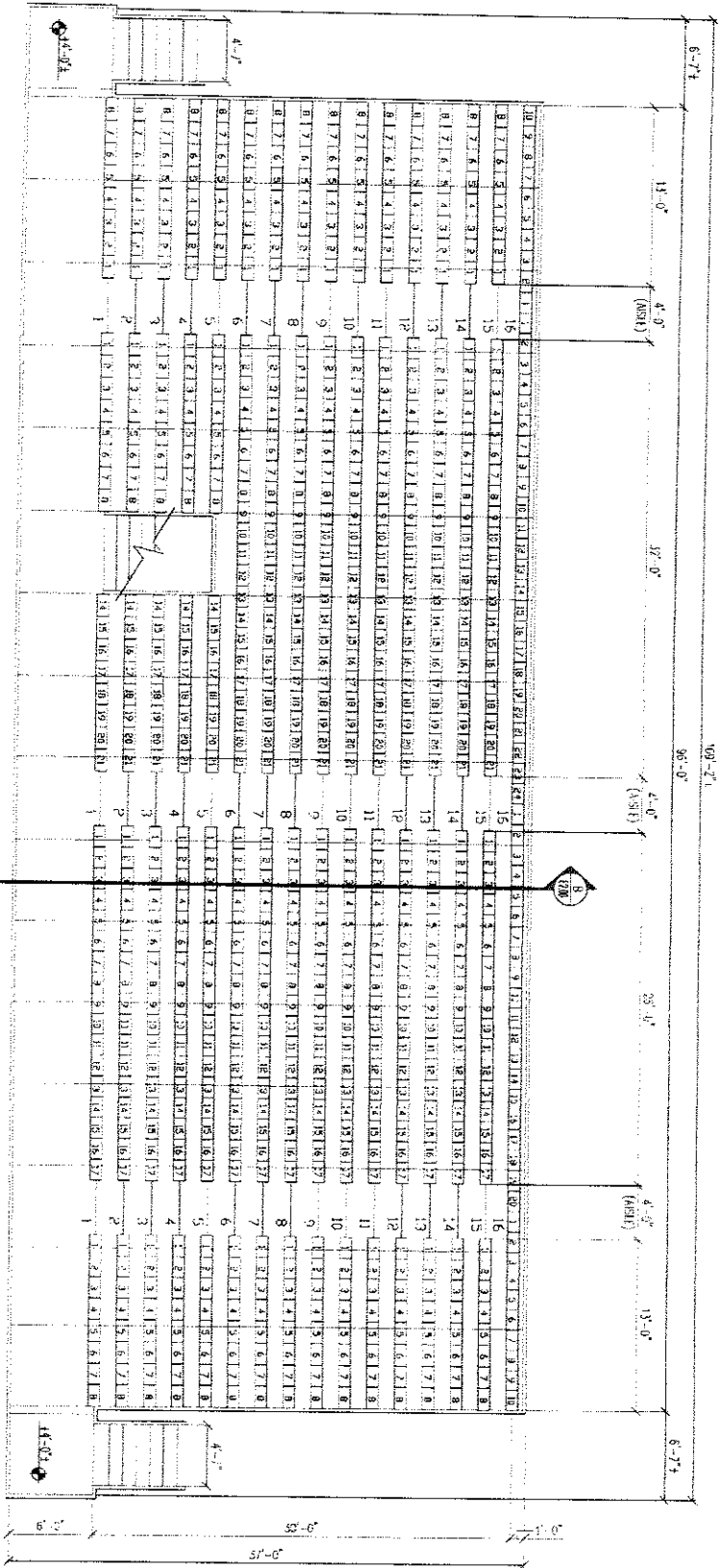
169
193 Revised total

NO OTHER WORKING IS TO BE DONE IN THE AREAS OF THE SEATING PLAN UNLESS SPECIFICALLY NOTED OTHERWISE. THE SEATING PLAN IS TO BE USED AS A GUIDE ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE SEATING PLAN IS TO BE USED AS A GUIDE ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE SEATING PLAN IS TO BE USED AS A GUIDE ONLY AND DOES NOT CONSTITUTE A CONTRACT.

REVISION	DATE	DESCRIPTION

DESIGNED BY: **WILLIAM L. VALE ENGINEERING**
 6818 ANNUNCIATOR STREET, UNIVERSITY PARK, INDIANA 47907
 PHONE: (317) 498-1111
 FAX: (317) 498-1112

SEATING PLAN
 DRAWING NO. **1900**



SEATING PLAN - STAND "B"

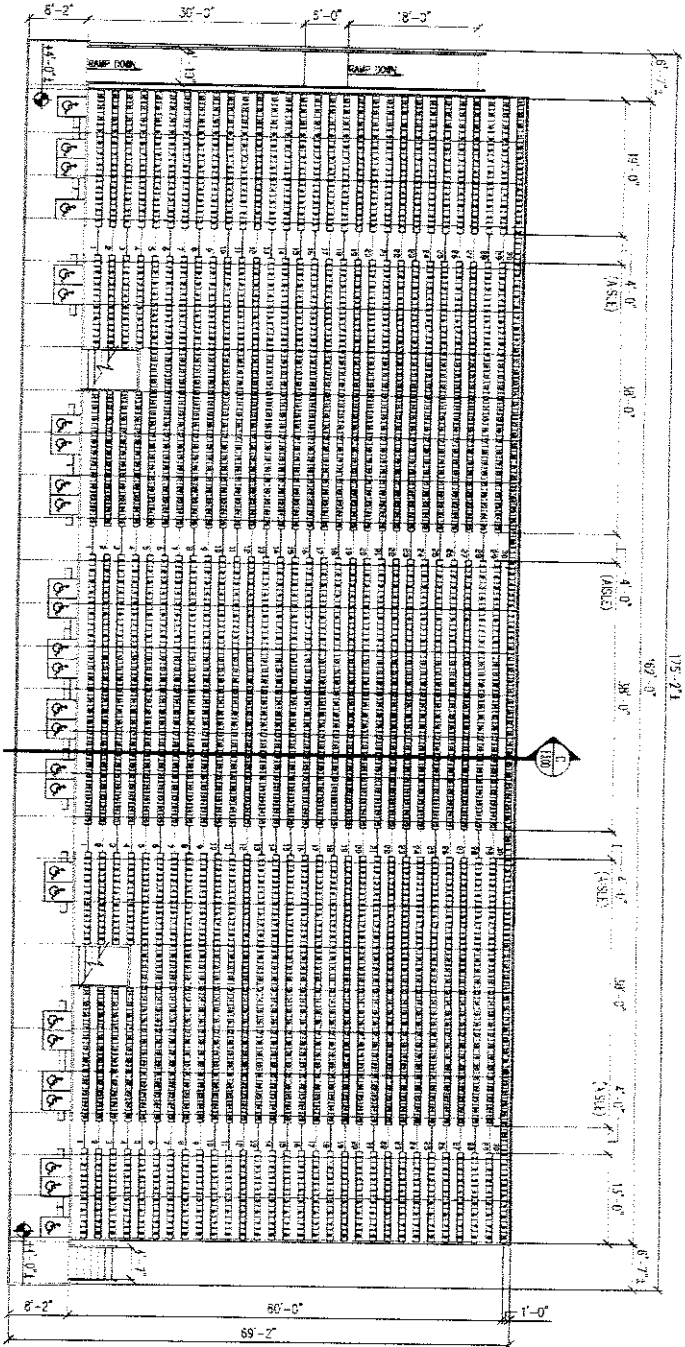
SCALE: 1/8" = 1'-0"

SEAT COUNT	
TOTAL SEAT COUNT	480
TOTAL SEAT COUNT	480

THIS SEATING PLAN IS THE PROPERTY OF THE UNIVERSITY OF MICHIGAN. IT IS TO BE USED ONLY FOR THE SEATING OF THE UNIVERSITY OF MICHIGAN. ANY REPRODUCTION OR DISTRIBUTION OF THIS SEATING PLAN WITHOUT THE WRITTEN PERMISSION OF THE UNIVERSITY OF MICHIGAN IS STRICTLY PROHIBITED. THE UNIVERSITY OF MICHIGAN ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OF THIS SEATING PLAN.

REVISION	DATE	BY	APPROVED BY

SEATING PLAN
STAND "B"
P2.00



SEATING PLAN - STAND "C"
SCALE 1/8" = 1'-0"

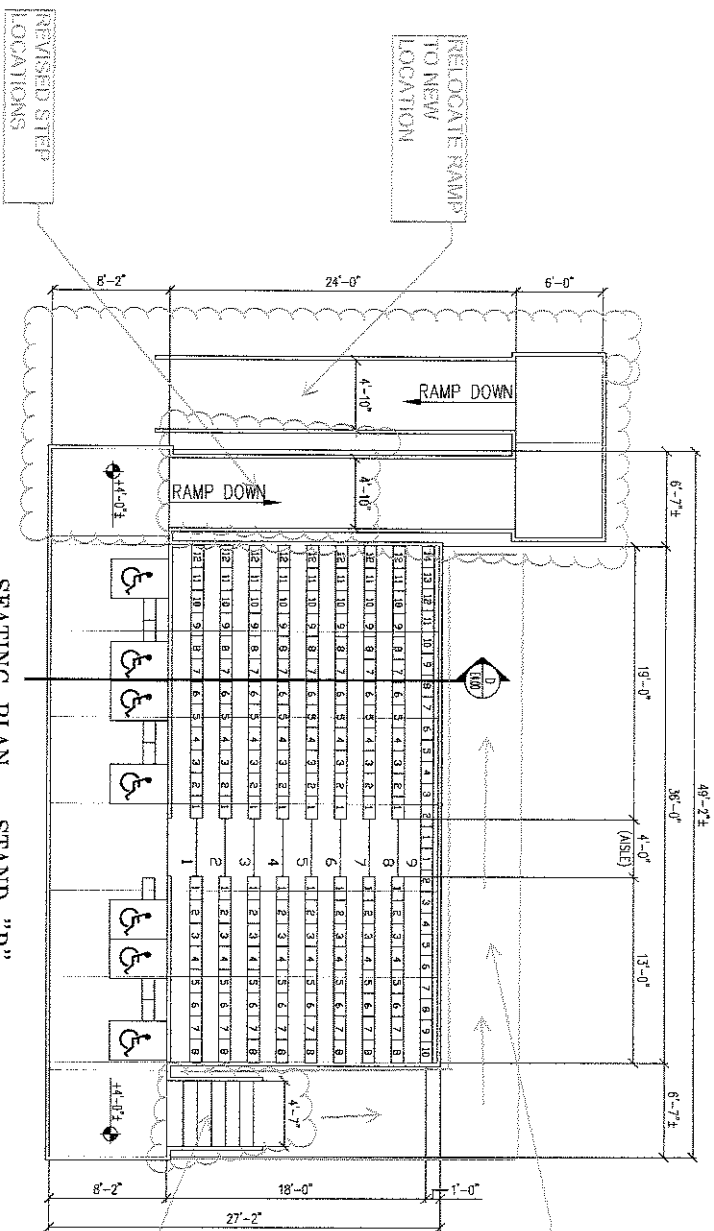
SEAT COUNT	
130A BENCH SEATS	2,823
TOTAL UMBRELLA SEATS	27
TOTAL ATTENDANT SEATS	57
TOTAL SEAT COUNT	2,907

THE SEATING PLAN IS THE PROPERTY OF THE UNIVERSITY OF INDIANA. IT IS TO BE USED ONLY FOR THE PURPOSES SPECIFIED IN THE CONTRACT. ANY OTHER USE IS STRICTLY PROHIBITED. THE UNIVERSITY OF INDIANA IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF THE SEATING PLAN OR FOR ANY INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OF THE SEATING PLAN.

NO.	REVISION	DATE

2012 HARRISON RENT UNIVERSITY FOOTBALL
STADIUM
130A BENCH SEATS
2,823
TOTAL SEAT COUNT
2,907

SEATING PLAN
STAND "C"
P3.00



SEATING PLAN - STAND "D"

SCALE: 1/4" = 1'-0"

SEAT COUNT	
TOTAL BENCH SEATS	- 184
TOTAL HANDICAP SEATS	- 7
TOTAL ATTENDANT SEATS	- 7
TOTAL SEAT COUNT	- 198

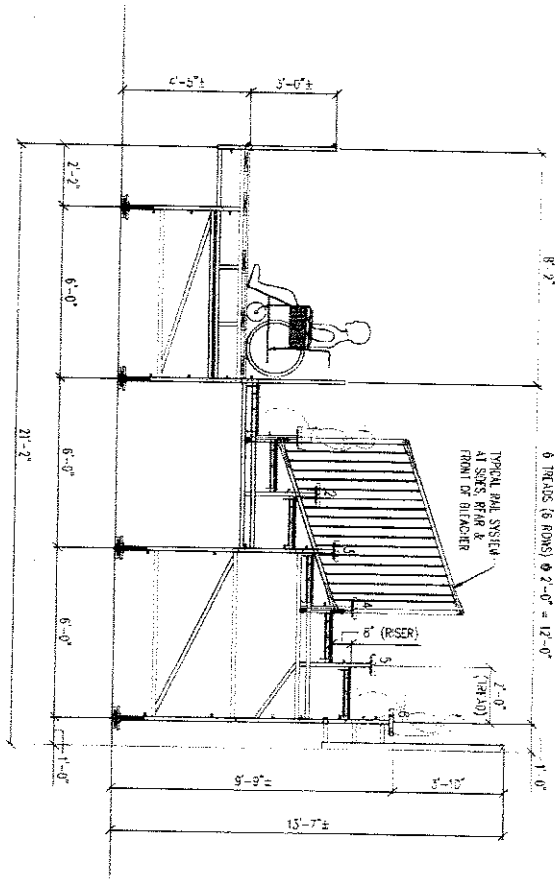
THIS DRAWING MODIFIES THE CURRENT DESIGN OF STAND "D" BY ADDING SEATING TO THE SOUTH END OF THE STAND. THE SEATING IS TO BE LOCATED TO THE SOUTH OF THE EXISTING SEATING AND IS TO BE SEPARATED BY A 4'-0" AISLE. THE SEATING IS TO BE LOCATED TO THE SOUTH OF THE EXISTING SEATING AND IS TO BE SEPARATED BY A 4'-0" AISLE. THE SEATING IS TO BE LOCATED TO THE SOUTH OF THE EXISTING SEATING AND IS TO BE SEPARATED BY A 4'-0" AISLE.

REVISION	DATE	DESCRIPTION
1	03/12/12	ISSUE FOR PERMIT

PROJECT: 2012 ZENITHSSEE STATE UNIVERSITY FOOTBALL
 DRAWING: SEATING PLAN
 DATE: 03/12/12

SEATING PLAN
 STAND "D"
 P4/00

REVISION DATE: 28 MARCH 12



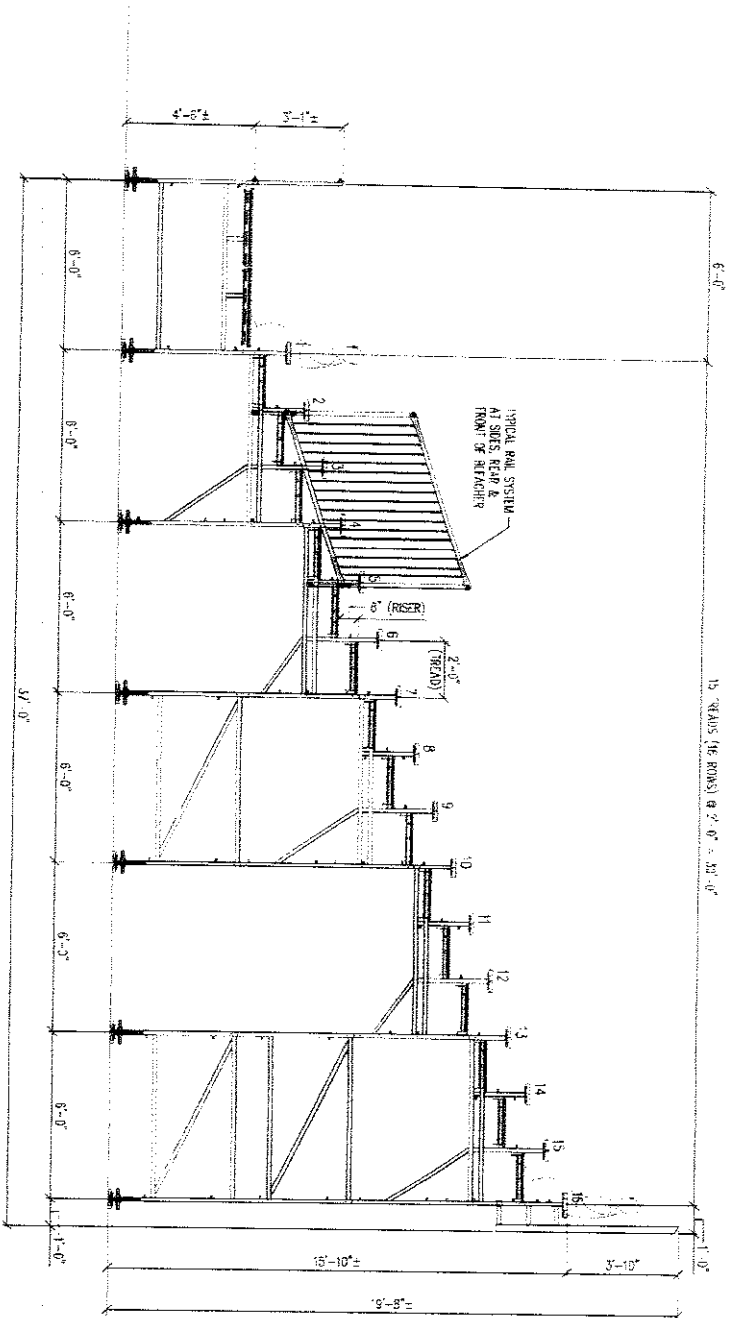
A CROSS SECTION
SCALE: 1/4" = 1'-0"

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES. FRACTIONS SHALL BE IN 16THS OF AN INCH. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND LABOR. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING. 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES. 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION AND LOGISTICS. 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS AND NETWORKING. 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SECURITY AND PROTECTION. 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMPLIANCE AND REGULATION. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DOCUMENTATION AND RECORDS. 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAINING AND EDUCATION. 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EQUIPMENT AND TOOLS. 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUPPLIES AND MATERIALS. 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SERVICES AND CONTRACTORS. 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

REVISION	DATE

PROJECT: 2015 THOMPSON STATE UNIVERSITY REHABILITATION
 ARCHITECT: WILLIAM A. LYLE STUDIO
 NASHVILLE, TENNESSEE

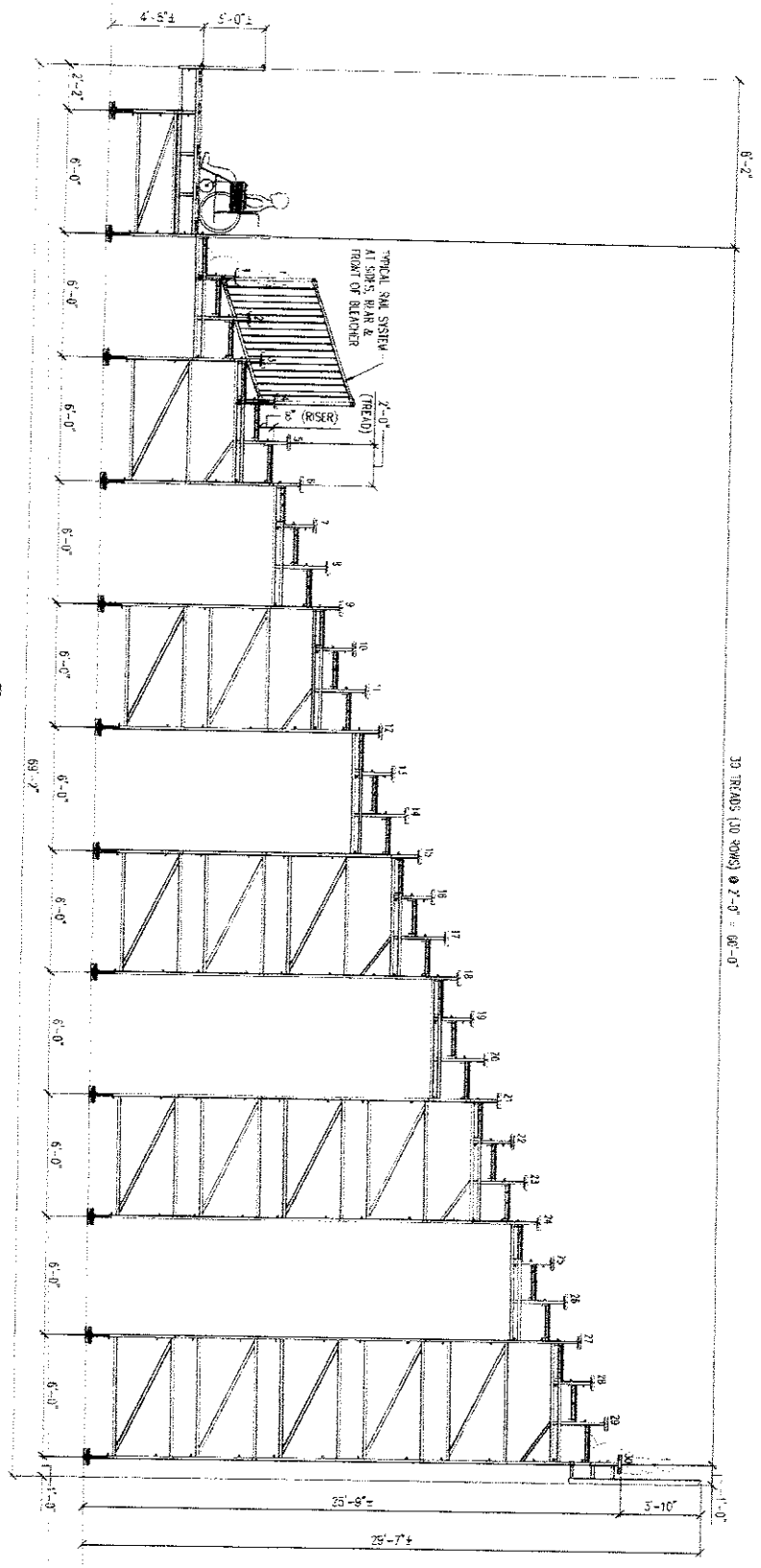
CROSS SECTION
 SHEET X
 11/00



15 ROUNDS (16 ROUNDS) @ 2'-0" x 15'-0"

B CROSS SECTION
SCALE: 1/2" = 1'-0"

<p>THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR ANY CONSTRUCTION COSTS, ARISING FROM THE USE OF THIS DRAWING FOR ANY OTHER PROJECT OR SITE.</p>	
<p>NO. OF SHEETS: 12 SHEET NO.: 12</p>	<p>DATE: 11/14/11</p>
<p>PROJECT: 2011 TENNESSEE STATE UNIVERSITY FOOTBALL STADIUM</p>	<p>ARCHITECT: WOODS BAGOT ARCHITECTS</p>
<p>CONTRACT NO.: 12.00</p>	<p>SCALE: 1/2" = 1'-0"</p>

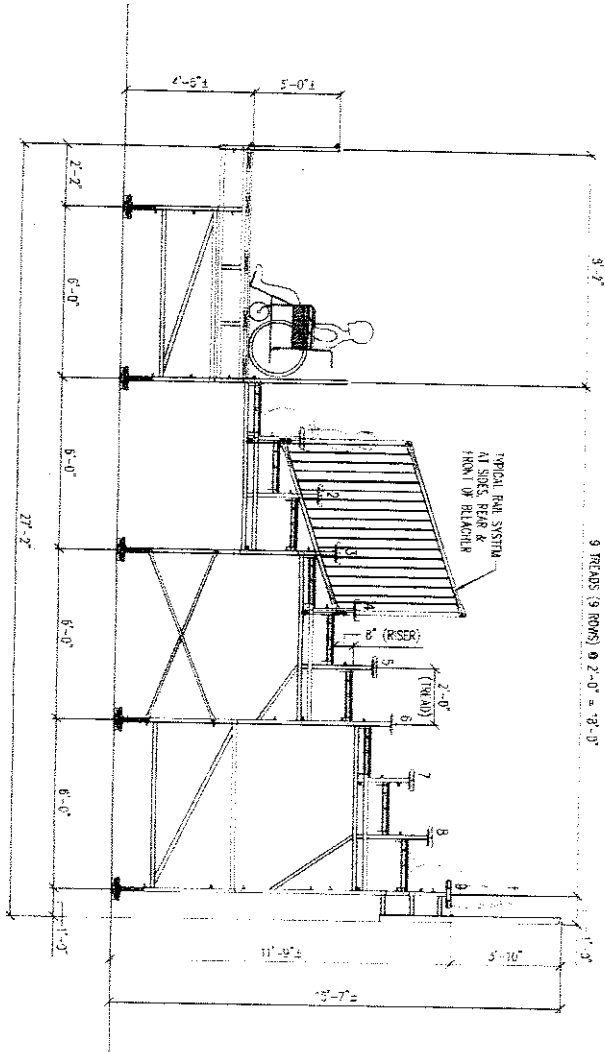


C CROSS SECTION
SCALE 3/8" = 1'-0"

33 TREADS (30 ROWS) @ 2'-0" = 66'-0"

NO PORTION OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HIS FIRM. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HIS FIRM. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

ARCHITECT	DATE	DESCRIPTION
2018 RENOVATION STATE UNIVERSITY FOOTBALL	11/14/17	CROSS SECTION STAND C
PROJECT NO.	DATE	SCALE
171417	11/14/17	3/8" = 1'-0"
DESIGNED BY	CHECKED BY	DATE
VICTOR A. DIAZ STOW		
PROJECT NO.	DATE	SCALE
171417	11/14/17	3/8" = 1'-0"



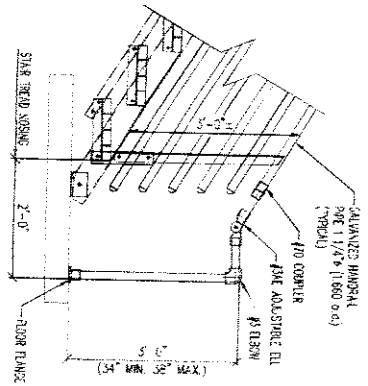
D CROSS SECTION
SCALE: 1/8" = 1'-0"

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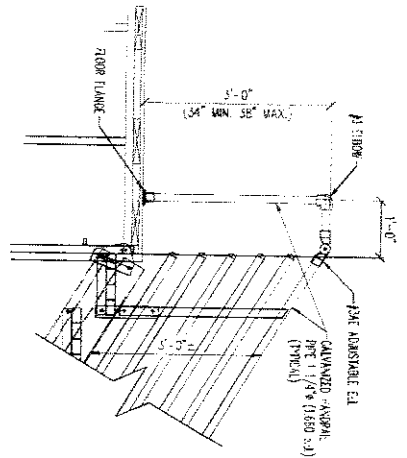
REVISION	DATE	DESCRIPTION

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PROJECT NAME	STAND
DATE	12/11/11
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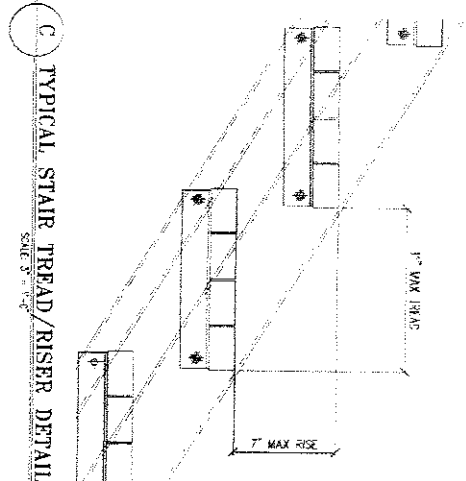
CROSS SECTION
STAND
1/4.00



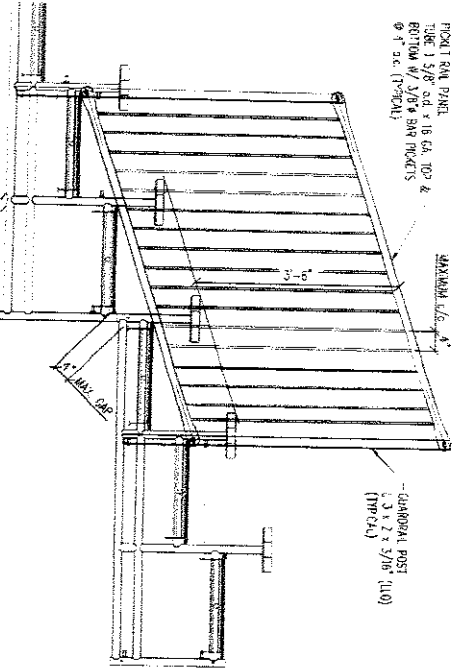
A TYPICAL STAIR HANDRAIL DETAIL
SCALE 3/4" = 1'-0"



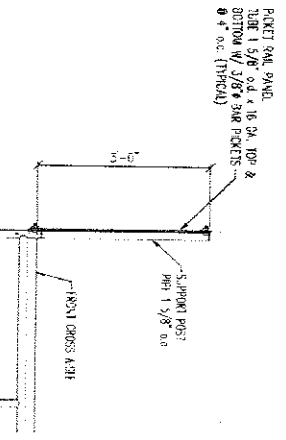
B TYPICAL STAIR HANDRAIL DETAIL
SCALE 3/4" = 1'-0"



C TYPICAL STAIR TREAD/RISER DETAIL
SCALE 3/4" = 1'-0"



D TYPICAL END GUARDRAIL DETAIL
SCALE 3/4" = 1'-0"



E TYPICAL FRONT GUARDRAIL DETAIL
SCALE 3/4" = 1'-0"

NO SPECIAL NOTATION IS REQUIRED TO SPECIFY A TYPE OF MATERIAL OR FINISH FOR THIS DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF THE MATERIALS AND FINISHES TO BE USED IN THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND THE PUBLIC DURING THE CONSTRUCTION OF THIS PROJECT.

REVISIONS	DATE	BY	APPROVED BY

PROJECT NO. 2023 TENNESSEE STATE UNIVERSITY HOVHALL
 DRAWING NO. 15.00
 DATE 12/1/23