

PROJECT MANUAL

INCLUDING

Specifications for Construction

OF

HEALTH CENTER RELOCATION

FOR

**TENNESSEE STATE UNIVERSITY
3500 John A. Merritt Boulevard
Nashville, Tennessee**

DATE: February 16, 2012

Prepared by:

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615/242-GILL (4455)**

DOCUMENT 00 01 10

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PROJECT DIRECTORY

Owner:

Tennessee State University
Att.: Mr. Ronnie Brooks, PE
Associate, V-P for Facilities Management
3500 John A. Merritt Boulevard
Nashville, Tennessee 37209
(615) 963-4898

Architect:

Melvin Gill and Associates
Att.: Mr. Melvin Gill, RA
1821 Ed Temple Boulevard
Nashville, Tennessee 37208
(615) 242-4455



MPE Engineers:

Kurzynske & Associates
Att.: Mr. Mark Kurzynske, PE
825 Third Avenue, North
Nashville, Tennessee 37210
(615) 255-5203

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Mail Bids to:
TENNESSEE STATE UNIVERSITY
PURCHASING DEPARTMENT
3500 John A. Merritt Boulevard, Box 9633
Nashville, Tennessee 37209-1561

COPY

INVITATION TO BID

ITB Date <u>February 24, 2012</u>	ITB # <u>10578</u> ORG# <u>20030</u> Req. # <u>27864090</u>
Requisitioner <u>SIMS</u>	Bid Opening: <u>March 7, 2012</u>
Telephone Number <u>(615) 963-5181</u>	Time: <u>2:00 P.M (Health Center Relocation)</u>
Vendor states that this bid is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. Vendor certifies acceptance and compliance with all rules, terms and conditions in conformance with applicable Tennessee Statues.	Firm Name _____
	Street Name _____
	City, State, Zip _____
	Telephone: _____
	Cash discount: _____ % thirty (30) days.
	Prompt payment discount will be considered in award process.
All Prices F.O.B. Tennessee State University, Nashville, Tennessee 37209-1561	Note: Payment terms for Less than 30 days will be considered or accepted by the University.
This ITB is not a Commitment. A commitment will be made in the form of a duly authorized purchase order. This ITB must be manually signed in ink in the space at right. Failure to do so will cause rejection of your bid.	Delivery will be made in _____ days A.R.O.
	Bid price(s) good for _____ days from date of opening.
The vendor offers, and agrees, if this is bid is accepted within _____ days from the date of the opening, to supply the listed articles in the quantities specified for the prices specified.	Authorized signature _____
	Print Authorized signature _____

Item No.	Item Description	Qty.	Unit	Brand or Grade	Unit Price	Extension
1	Vendor to provide all the necessary labor, material, equipment, and supervision needed to relocate existing Health Center on the campus of Tennessee State University. For complete scope and drawings, go to http://ww2.tnstate.edu/vpbf/Projects.htm . A hard copy is available in the office of Procurement and Business Services.					
2	Total Cost		Each		\$ _____	\$ _____

If unable to bid, please indicate "NO BID" and return.
See reverse for standard terms and conditions.

Sealed Bids: One copy of all bid sheets and this form must be executed and returned in a sealed envelope with the blue label affixed to the outside.

COPY

STANDARD TERMS AND CONDITIONS

(Bids are subject to the terms and conditions herein.)

1. **BID SUBMITTAL/SIGNATURE:** Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Only bids submitted on bid forms furnished by the Institution will be considered. Purchase orders will be issued to the firm name appearing on the bid.

By signing this bid where indicated, the bidder agrees to strictly abide by all state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.
2. **BID OPENINGS:** Bids are to be received in the location designated on the bid no later than the specified date and time. Bid openings shall be public, on the date and at the time specified on the bid form. All bids received after that time shall be returned. Late bids will not be opened or considered. Telegraphic bids, telephone bids or bids by facsimile will not be accepted.
3. **BID WITHDRAWAL:** No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the bidder.
4. **FAILURE TO BID:** Failure to bid without advising the Institution that future invitations for bids are desirable may result in removal from Institution's bidders' list covering this category of items. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered.
5. **DISCOUNTS:** Discounts other than "Time" or "Cash" offered should be deducted from the unit price. Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.
6. **SPECIFICATIONS:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the Institution's ITB/RFQ Coordinator whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the ITB/RFQ Coordinator at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified. Informative and Descriptive Literature: The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid. Unless otherwise stated you may bid any brand that meets or exceeds the quality of items specified. Specifications as indicated are minimum. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
7. **SAMPLES:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.
8. **TIME OF PERFORMANCE:** The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery

time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.

9. **TAXES:** Federal Excise and State Sales Taxes are not applicable and must not be included in your price. Institution is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
10. **MISTAKES:** Contractors are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at the Contractor's risk. No erasures permitted. In case of error in the extension of prices in the bid, the unit price will govern. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
11. **TRANSPORTATION AND DELIVERY:** Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.
12. **CONDITION AND PACKAGING:** Unless otherwise specified, it is understood and agreed that any item offered or shipped on this bid shall be new (unused current production model at time of this bid), that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
13. **INSPECTION OF PURCHASES:** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. Institution shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Institution to use nonconforming materials, an appropriate reduction in payment may be made.
14. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. **DELIVERY HOURS:** 8:00 a.m. to 12:00 Noon and 1:00 p.m. to 4:00 p.m., MONDAY through FRIDAY. Legal holidays excluded.
15. **AWARDS:** As the best interest of the University may require, the right is reserved to reject any and all bids and to waive any technicality in bids received. The University may accept any item or group of items unless the Contractor specified to the contrary. A "Purchase Order" when furnished the successful Contractor shall result in a binding contract without further action by either party.
16. **DEFAULT OF SELECTED VENDOR:** In case of vendor default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.
17. **ADDITIONAL INFORMATION:** If you require additional information, address your request to the Purchasing Department, Tennessee State University, 3500 John A. Merritt Blvd., Campus Box 9633, Nashville, Tennessee 37209-1561. Give us the date of bid opening and bid number. Such information must be cleared prior to bid opening.
18. **PAYMENT:** Payment will be made by the University after the items awarded to a vendor have been received, inspected and found free of damage and defect. Invoice date shall not proceed the date of shipment of order.
19. **ACCEPTANCE AND AWARD.** The Vendor agrees and understands that the Director of Purchasing reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid in the best interest of the University. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the Director of Purchasing.
 - a. Contracts and purchases will be made with the best, responsive, responsible qualified Contractor, providing all terms, conditions, specifications and requirements have been met.
 - b. The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.

- c. If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have sixty (60) days to accept.
- d. A written purchase order mailed or otherwise furnished, to the successful bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written Institution consent.
- e. **Use of Services by Others State Institutions:** The successful bidder agrees to allow other Tennessee Board of Regents (TBR) System Institutions and the University of Tennessee (UT) System Institutions to "Piggyback" off the contract and ITB by entering in to separate contract and same terms and conditions. Price will be negotiated at the time of mutual agreement as to specific requirement(s).

- 20. **ALTERNATE BIDS:** Alternate/Multiple bids are not acceptable unless specifically call for in the bid.
- 21. **BOND FOR PERFORMANCE:** The University reserves the right to require the successful Contractor to furnish security, free of any expense to the State or the University, a guarantee for faithful performance.
- 22. **BID LIMITATIONS:** The bid of any vendor that contains a limitation of remedies clause, without exception, shall be cause for rejection.
- 23. **INSPECTION:** All vendors have the right to inspect the bid file, prior to award, and upon completion of bid evaluation. Interested vendors should make this fact known in writing when submitting their bid. Failure to do so will not be a basis for complaint. Upon request, a reasonable opportunity to inspect the bid file will be provided. Vendor will be notified when bid file is ready. Date and time will be established by the University and once established cannot be waived.
- 24. **COPYRIGHT/INFRINGEMENT/LICENSED PRODUCTS:** Vendor must be an authorized dealer to sell copyright/licensed products offered under this bid.
- 25. **NONDISCRIMINATION:** The Institution and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
- 26. **PROHIBITIONS/TENNESSEE LAW/AUDIT:** Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's purchase order. **The contract shall be governed by Tennessee law.** For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.
- 27. **PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

General Requirements and Instructions to Bidders:

1. Contractor to provide all the necessary labor, material, equipment, and supervision needed to relocate existing Health Center on the campus of Tennessee State University. For the complete scope and drawings, go to <http://ww2.tnstate.edu/vpbf/Projects.htm>. A hard copy of the complete scope of work and drawings are available in Office of Procurement.
2. The interpretation of the specifications of this ITB will be responsibility of the University.
3. The University reserves the right to accept all, part or any combination thereof of the ITB submitted in its best interest.
4. The University reserves the right to further negotiate after bids are opened with any potential Contractor, if such is deemed necessary, in the discretion and best interest of the University.
5. The university reserves the right to a one (1) year renewal option not to exceed an aggregate of sixty months from the date of the award.
6. A Purchase Order may be issued after evaluation of all bids to the best, responsive, responsible qualified Contractor, providing all terms, conditions, specifications and requirements have been met.
7. Bid prices must be good for 180 days from date of opening.
8. Contractor to indicate earliest delivery and completion date.
9. A schedule detailing how the work will proceed must be submitted within one week after award. Contractor shall allow for ten (10) working days duration for Architects and Engineers review. Successful Contractor to submit shop drawings two (2) weeks after award.
10. **References:** Contractor to provide a list of three (3) customer references for completed projects similar to the proposed project.
11. **Qualifications:** Contractor to provide copies of all licenses, certification and insurance that will allow for work in the State of Tennessee. **Bid Envelope Form must be placed on the outside of the envelope. (MUST REQUIREMENT)**. Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended, codified in Tennessee Code Annotated Sections (TCA §) 62-6-101, et seq. A contract will not be awarded that conflicts with state licensing law. In compliance with TCA § 50-9-114(a), potential bidders are advised that the Owner does not operate a certified drug-free workplace program providing for testing.

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

12. **On-Site Visit:** An on-site visit and pre-bid meeting is scheduled for **Thursday, March 1, 2012** at 10:00 a.m. in the Office of Procurement. The Contractor shall visit the job site to inform him/herself of the conditions under which this work must be performed. No subsequent allowance will be made in his/her behalf because of error on his/her part for failure to visit the site and obtain the necessary information to completely estimate all work involved. Contractor to fax to 615-963-5192 the name and telephone number of the individual who will attend the on-site visit by **February 29, 2012**.

13. **Delivery of Bid**

The prospective Contractor is to deliver one sealed copy of its proposal to this ITB with the outside of the envelope/package clearly labeled as follows: a) ITB Number, b) date of opening, c) time of opening, and d) ITB title (**bid form and label provided**). Proposals received after the specified time and date will be returned unopened. All responses, inquiries or correspondence submitted in reference to this ITB and any other documentation provided by any prospective Contractor will become the property of the University and will not be returned, whether or not a contract is consummated. Proposal will be delivered to:

Procurement and Business Services
Tennessee State University
3500 John A. Merritt Boulevard
Nashville, Tennessee 37209-1561
Attention: Joel L. Sims, Jr.
Tel: 615-963-5181
Fax: 615-963-5192
Email: jsims@tnstate.edu

14. **Preparing the Bid**

1. Bids should be prepared simply and economically, providing a clear and concise description of Contractor's capabilities to satisfy the requirements of the ITB. Emphasis should be placed on completeness and clarity of content.
2. Bids should be made in the official name of the firm or individual under which business is conducted, showing official business address.
3. Each prospective Contractor must furnish all information required by the ITB to be considered, including the submission of any material pertaining to the proposed services.
4. The bid is offered to the Contractor to whom it is addressed and may not be transferred to any other Contractor.
5. Base Bid

Contractor to supply as base bid a cost to complete the full scope of work outlined in

the Project Manual and Drawings for the relocation of Health Center. **See Project Manual and Drawings for Health Center Relocation -**
<http://ww2.tnstate.edu/vpbf/Projects.htm>.

6. Wage Rate Requirements

All laborers and mechanics employed by pursuant to this contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of labor in accordance with subchapter Iv of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and Related acts contained in 29 CFR 1,3, and 5 herein incorporated by reference.

7. Subcontracts

If contractor enters into one or more subcontracts for any of the services performed under this contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this ITB. Contractor to list all subcontractors for the proposed job.

8. Procurement Requirements documents included or referenced in this bid provide available Information that was prepared solely for Designer's use in design of this work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.

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

10. The following statement is (mark the one that is applicable)

The Bidder and/or any of the Bidder's employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.

True _____

False _____

11. This Bidder has received the following addenda:

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

15. Letter of Intent: Each potential Contractor should submit a Letter of Intent to Bid by **March 1, 2012**. A Letter of Intent to bid creates no obligation and is not a prerequisite for making a proposal; however, it is necessary to ensure receipt of ITB amendments and other communications regarding the ITB.

16. Any questions regarding interpretation of the ITB, or any of its provisions, or any questions

to be considered by the University must be placed in writing and faxed to the Procurement Department at (615) 963-5192 by **March 1, 2012**.

17. The University will respond only in writing to all questions and inquiries. A written response will be furnished to the requester and all other participants who submit a letter of intent. An official record of all such communications will be maintained and available for inspection in the Purchasing Department. Under no circumstances will the University accept responsibility if a Contractor bases any portion of its response on information obtained outside of this procedure. Proposal specifications may not be verbally changed.
18. Any person or firm making unauthorized contacts with employees, officers, or agents of the university on matters pertaining to this ITB will be disqualified from bidding and any bid documents submitted will be returned.
19. **BID SECURITY:** Bid Security is required in the amount of five percent (5%) of total amount bid, including alternates, made payable to State of Tennessee. Bid Bonds shall be issued by Surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.

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

Owner may retain Bid Security of bidders to whom award is being considered until either: 1) Contract has been executed; 2) specified time has elapsed so that bid is not binding; or, 3) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of bid security shall be forfeited to Owner as liquidated damages, not as penalty.

20. **Pro Forma Contract**

Agreement form will be the Standard Form of Agreement Between Owner and Contractor included in this Project Manual. The following information and provisions will be filled in prior to the presentation of the Agreement form to Contractor by Owner: 1) Contracting Agency, Contractor, Project, and Designer will be identified on page one; 2) A full enumeration of the Contract Documents which make up the Agreement will be provided in Article 1; 3) Provisions for Contract Time and Liquidated Damages will be incorporated in Article 2; 4) The Contract Sum and the basis upon which it is determined, and Unit Prices proposed as a part of the successful bid which are accepted by the Owner, will be stated in Article 3; and, 5) The signature page will provide for a single signature by the Contractor, and will provide for the several signatures on behalf of the Owner as required by law and policy.

If the Contract Sum exceeds \$100,000, the successful Bidder shall provide Contract Bond in the amount of one-hundred percent (100%) of the Contract Sum, and a Three Year Roof Bond, if and as stipulated in the Bid Form. Bonds shall be provided in accordance with paragraph 11.5 of the Conditions of the Contract and paragraph 17.2 below on the Owner's standard bond forms included in this Project Manual.

21. LIQUIDATED DAMAGES and TIME: Time for completion is March 30, 2012 and the amount of liquidated damages are \$150.00 per calendar day.
22. **Minority Participation:** It is the express desire of the Institution to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition, or renovation of Institution projects under jurisdiction of the Institution. The Institution acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the Institution in achieving its goals in building a more reflective marketplace of the community within this state. The Institution will require the successful bidder to report to the Institution the names and amounts of contracts entered into with minority-owned businesses on Institution projects in order for the Institution to collect data on such participation, as set forth in the Conditions of the Contract.
23. Failure to respond to all requirements may result in disqualification.
24. **Use of Services by Others State Institutions:** The successful vendor agrees to allow other Tennessee Board of Regents (TBR) System Institutions and the University of Tennessee (UT) System Institutions to "Piggyback" off the contract and ITB by entering in to separate contract and same terms and conditions. Price will be negotiated at the time of mutual agreement as to specific requirement(s).

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

SIGNATURE & DATE:

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

- Enclosures:
1. Bid Envelope Form
 2. Map to General Services
 3. Pro Forma Agreement

BUYER: SIMS

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 Heiman 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



TENNESSEE
STATE UNIVERSITY

Bid Envelope Form

(THIS FORM MUST BE PLACED ON OUTSIDE OF BID ENVELOPE.)

PROJECT: Health Center Relocation

Project Number: 10578

Designer: _____

2:00 p.m.

Time

March 7, 2012

Date

Any blank spaces may cause bid to be unacceptable and rejected.

Bidder Identification:

Bidder _____

Address _____

Tennessee Contractor License Information:

Provide complete information if licensed, or check here ☐ if Bidder is unlicensed.

License Number _____

License Classification applicable to Project _____

License expiration _____ \$(_____) Dollar Limit

If work is required for Electrical, Plumbing, HVAC, or Geothermal, Masonry, list subcontractor(s) that will perform that work. If Bidder will perform that work with Bidders's own forces, fill in Bidder's name as subcontractor. If there is no work in a category, write "None Required" in the space. If acceptance of alternate or combination of alternates changes subcontractor, so indicate. Provide State contractor license number, expiration date and applicable classifications for bidder and listed subcontractors. If value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in name. Please provide all names in the same style as used for licensing and other legal transactions, without embellishment.

Subcontractors to be used on this Project:

Provide the following for each listed subcontractor

	Name	License Number	Expires	Classification
Electrical				
Plumbing				
HVAC				
Geothermal				
Masonry				

This Bid Envelope approved for public opening _____

Signature of Designer or representative

THIS FORM MUST BE PLACED ON THE OUTSIDE OF THE BID ENVELOPE. IF THIS FORM IS NOT PLACED ON THE OUTSIDE OF THE BID ENVELOPE, YOUR BID CANNOT BE ACCEPTED AND WILL BE RETURNED UPOPENED.

Enclosure 1

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, hereinafter 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
☐ Yes ☐ No

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

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 advisories routed when payments are processed:

On pay requests during performance of the contract, you will be required to show this address.

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 Employee 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): _____

00 54 35

1

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

Prevailing Wage Rates

A. Refer also to the other Conditions of the Contract, particularly:

1. For projects using OFD General Conditions for General Work, which is a modified version of AIA document A201, subparagraph 3.4.6.
2. For projects using OFD General Conditions for Minor Work, subparagraph 3.4.4.

B. Establishment of Rates:

1. TCA § 12-4-401, et seq, mandates minimum rates to be paid to the workers on State construction projects. Pursuant to that law, a Wage Rate Determination is included in the bidding and contract documents, following this document, and includes a form identifying a Decision Number followed by a list or lists of rates for building construction and/or highway construction, as determined applicable by the Department of Labor and Workforce Development (DoL&WD) and indicated in the Determination. Highway rates are state-wide, but Building Rates are issued for 12 regions. The map below is believed to accurately reflect the regions.



2. Depending on the Work, multiple rates may apply, and multiple lists may be required. Anyone using a rate list should beware of the remote possibility of a clerical error in the issuance.

C. To determine the rates required to be paid laborers and mechanics on the project:

1. Refer to the Wage Rate Determination(s) to see whether Building Rates, Highway Rates, or both apply.
2. For Work that requires Building Rates in more than one county, if the counties are in more than one of the 12 Building Rate Regions, there is normally a separate Determination for each Region, and a separate list of rates for each region. Each regional list of building rates normally has the Region identified at the bottom of the page, and applies to Work performed in that Region. Occasionally, a table of rates for all 12 regions is included.
3. Highway Wage Rates, when applicable, apply state-wide in all locations.
4. Further details about Prevailing Wage regions, regulations, and descriptions of the craft classifications can be obtained from the DoL&WD Division of Labor Standards, including but not limited to their website: <http://www.state.tn.us/labor-wfd/prevail.html>

5. If federal wage rates are also required, the required documents pertaining thereto are to be included here following the list(s) of State rates. In such cases, and when workers are employed for work listed in both rate schedules, the workers are to be paid the higher of the scheduled rates.

D. To report the rates paid laborers and mechanics on the project:

1. Refer to the Wage Rate Determination(s) for identification and address of Inspector.
2. If there is more than one Determination, prepare a separate report for the portion of Work each covers.
3. Include Decision Number on report.
4. Send report to the Inspector listed in the box headed "Report to".

E. Claims by the State for non-compliance.

1. If the DoL&WD suspects that a worker is not being paid in accordance with the Prevailing Wage Rates, the DoL&WD may make an estimate of the possible wage liability and bring that to the attention of the Owner.
2. The Owner may treat the DoL&WD estimate of wage liability as a claim.

END of document.

Wage Determination

Request made by	
Name of person	Marlah D. Green
Title	Project Manger
Department, Agency, or Bureau	Tennessee State University Office of Facilities Management
Address, phone, and fax	3500 John Merritt Blvd Nashville, TN 37209 Office: (615) 963-5154 Fax: (615) 963-7434

Date of request 02/21/2012	Date of Advertisement 03/02/2012	Supersedes Decision
--------------------------------------	--	---------------------

If Work is in multiple building rate regions, a separate request is required for each region; and, if in multiple counties within a region, all counties must be listed.

The Project		
City	State	County
Nashville	TN	Davidson
Project Identification		
Health Center Renovation Tennessee State University Nashville, Tennessee		
Brief Project Description		
2,825 SF alteration of the existing Student Newspaper suite on the 3 rd floor of the Floyd-Payne/Kean Hall Campus Center. Work will include selective demolition and construction for the relocated Student Health Center.		

Decision rendered by
State of Tennessee Dept. of Labor and Workforce Development Labor Standards Division 220 French Landing Drive Nashville, Tennessee 37243-1002

Wage Determination	
Decision Number	T-33904
Building Rates	<input checked="" type="checkbox"/> Apply <input type="checkbox"/> Do not apply
Highway Rates	<input type="checkbox"/> Apply <input checked="" type="checkbox"/> Do not apply
Report to	
INSPECTOR THOMAS HAMLETT DEPT. OF LABOR & WORKFORCE DEV. DIVISION OF LABOR STANDARDS 220 FRENCH LANDING DRIVE NASHVILLE, TN. 37243-1002	
Date assigned 02/21/2012	Assigned by Michael Dattilo

The project identification and brief project description given herein shall not act to define, expand, or limit the Work required by the Contract Documents.

Such information provided herein is intended only as information to the Department of Labor and Workforce Development. No other use or interpretation is intended.

2011-2012 BUILDING PREVAILING WAGE RATES

CLASSIFICATION	CLASSIFICATION	REGIONS	1	2	3	4	5	6	7	8	9	10	11	12
Boilermaker	Constructor de Calderas	01	21.72	17.22	18.56	15.90	16.66	15.51	20.71	21.35	19.43	19.71	13.89	16.43
Bricklayer	Ladrillero	02	19.23	23.71	19.01	15.76	25.62	25.44	18.93	24.25	20.75	17.80	12.25	20.47
Carpenter	Carpintero	03	19.21	15.91	19.97	17.58	17.21	17.74	20.63	20.77	17.81	18.27	14.99	17.10
Cement Finisher, Plaster	Terminador de Cemento	04	17.66	14.32	15.51	14.51	14.12	15.16	22.19	18.52	16.75	18.00	14.37	16.84
Class "A" Operator	Operador Clase "A"	05	20.90	18.29	20.46	16.78	17.44	19.09	23.18	17.65	14.69	20.17	14.52	17.77
Class "B" Operator	Operador Clase "B"	06	13.82	12.83	14.89	12.92	11.13	12.12	14.32	14.77	11.87	11.50	8.72	12.01
Class "C" Operator	Operador Clase "C"	07	16.26	18.94	13.62	13.12	12.82	12.73	15.42	17.48	10.54	16.14	11.23	12.55
Electrician	Electricista	08	22.58	22.55	18.63	19.28	21.51	21.85	23.79	26.54	20.83	22.07	17.98	22.33
Low Voltage Electrician <70 Volts	Electricista De Bajo Voltaje <70 Volts	09	20.78	17.03	17.03	17.03	15.87	17.69	17.03	17.03	17.03	16.70	17.03	17.64
Elevator Constructor	Constructor de Elevadores	10	20.80	16.34	18.13	15.07	25.40	25.23	18.80	20.87	18.96	19.59	19.49	25.78
Glazier	Vidriero/Enbarnizador	11	20.60	18.60	15.00	12.48	18.65	17.86	17.30	16.61	16.27	16.45	16.47	17.80
Insulation Worker for Mechanical Trades / Asbestos Worker	Trabajador de Insulacion para Entrenador de Mecanico/ Trabajadora De Asbesto	12	22.39	23.53	23.56	19.77	18.54	19.55	21.47	21.49	20.39	14.35	13.72	19.50
Iron Worker: Structural, Reinforcing, Ornamental	Herrero	13	21.53	17.50	14.48	19.76	17.24	21.63	21.93	21.70	17.33	15.60	14.13	19.92
Laborer Class A	Obrero Clase A	14	13.88	12.58	12.26	12.19	15.82	13.01	12.05	13.21	12.37	14.78	10.52	12.56
Laborer Class B	Obrero Clase B	15	13.21	10.02	16.17	11.51	12.47	12.06	14.83	11.51	11.41	11.57	10.00	12.49
Millwright	Tornero	16	18.57	14.38	17.11	14.62	15.99	21.06	19.39	19.61	16.27	15.55	24.16	20.27
Painter/Plasterer	Pintor/Transitivo	17	17.95	18.37	20.70	12.61	15.00	13.18	19.99	17.47	13.16	15.68	14.60	16.23
Pipefitter/Plumber	Instalador de Tuberia/Plomero	18	25.82	23.08	23.00	22.09	20.73	27.15	25.06	21.49	15.42	17.91	16.07	26.59
Roofer	Tejero/Instalador de Techos	19	20.05	13.69	15.82	11.81	13.86	13.44	17.67	21.09	14.92	17.23	14.35	20.91
Sheet-Metal Worker	Hojalatero	20	27.13	22.82	24.37	11.84	20.45	23.22	24.36	20.07	16.13	19.48	18.28	22.49
Truck Driver (3 or more axles)	Camionero (3 o más ejes)	21	15.49	10.87	12.24	10.50	13.15	12.73	17.89	18.13	9.93	11.09	11.41	16.59
Truck Driver (2 axles, over 1 ton)	Camionero (2 ejes, más de 1 tonelada)	22	16.38	8.68	9.63	11.06	13.87	9.62	11.27	14.62	10.25	12.34	16.09	18.35
Truck Driver (2 axles, 1 ton & less)	Camionero (2 ejes, menos de 1 tonelada)	23	15.73	9.48	10.51	11.19	11.24	8.53	17.82	14.24	9.63	10.86	14.06	10.88

APPRENTICESHIP REGULATIONS

Under T.C.A., §12-4-415, the Prevailing Wage Commission has promulgated Rule 0800-3-2-.01(1) which provides that: "Apprentices shall mean those persons registered individually under a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training in the United States Department of Labor. The state agency contracting officer shall require the contractor or sub-contractor using the apprentice to submit evidence of his indenture and/or apprenticeship registration when the apprentice's name first appears on a submitting payroll."

AUTHORITY: T.C.A., §12-4-415. **Administrative History:** Original Rule filed June 4, 1976. Effective: July 14, 1976.



The Tennessee Department of Labor and Workforce Development is an equal opportunity employer. Auxiliary aids and services are available upon request to individuals with disabilities.
TTY: 615-532-2879; 1-800-848-0299; TTY/TDD 711.



Tennessee Department of Labor and Workforce Development, Authorization No. #337462. 500 copies. 02/07 This document has been promulgated at a cost of \$.02 per copy.

Effective 01/01/2011

REGION 1

Shelby

REGION 2Crockett
Dyer
Fayette
Gibson
Hardeman
Haywood
Lake
Lauderdale
Obion
Tipton
Weakley**REGION 3**Benton
Carroll
Chester
Decatur
Hardin
Henderson
Henry
Houston
Humphreys
McNairy
Perry
Stewart
Wayne**REGION 4**

Madison

REGION 5Cheatham
DeKalb
Dickson
Macon
Montgomery
Robertson
Smith
Sumner
Troup
Williamson
Wilson**REGION 6**Bedford
Cannon
Coffee
Franklin
Giles
Grundy
Hickman
Lawrence
Lewis
Lincoln
Marion
Marshall
Maury
Moore
Rutherford
Warren**REGION 7**Anderson
Campbell
Clay
Cumberland
Fentress
Jackson
Morgan
Overton
Pickett
Putnam
Roane
Scott
White**REGION 8**

Hamilton

REGION 9Bledsoe
Blount
Bradley
Loudon
McMinn
Meigs
Monroe
Polk
Rhea
Sequatchie
Sevier
Van Buren**REGION 10**

Knox

REGION 11Carter
Claiborne
Cocke
Grainger
Greene
Hamblen
Hancock
Hawkins
Jefferson
Johnson
Sullivan
Unicoi
Union
Washington**REGION 12**

Davidson

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 alteration of 2,825 SF of the existing Student Newspaper suite on the third floor of the Student Center. Work will include selective demolition and construction for the relocated Student Health Center.
- B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER

- A. Items noted NIC (Not in Contract), movable cabinets, furnishings, and minor equipment, will be furnished and installed by Owner beginning at Substantial Completion.

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 occupy portions of the building (Student Center) during the entire period of construction.
- 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 within areas under alteration. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- 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 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

☐ Change Order

☐ Construction Change Directive

Modification
Number:

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

Signed

Name
&
Date

For

DESIGNER

Signed

Name
&
Date

For

OWNER

Signed

Name
&
Date

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: % =	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
------------------	--	----------------	--	------	--	----	--	-------

[illegible]

Materials	Subtotal	0.00	Equipment	Labor	Subtotal	0.00
	% Sales Tax =	0.00			% Burden =	0.00
	Cost:	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	U.S. Department of Justice Civil Rights Division, Disability Rights Section-NYA 950 Pennsylvania, NW Washington, DC 20530	(800) 514-0301
	or, when applicable to specific Student Housing projects, Uniform Federal Accessibility Standards, Fed-Std-795, April 1, 1988	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*

END OF SECTION

SECTION 01 78 88
REPORT OF SUBCONTRACTORS AND SUPPLIERS

Project	SBC Project Number	Page	
		of	

Use first entry on first page for General Contractor

[illegible]

SECTION 02 41 19
SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolishing designated building equipment and fixtures.
 - 2. Demolishing designated construction.
 - 3. Cutting and alterations for completion of the Work.
 - 4. Removing designated items for Owner's retention.
 - 5. Protecting items designated to remain.
 - 6. Removing demolished materials.

1.2 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of capped utilities, and concealed utilities discovered during demolition.

1.3 QUALITY ASSURANCE

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Obtain required permits from authorities having jurisdiction.

1.4 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.

1.5 SEQUENCING

- A. Owner will conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

1.6 SCHEDULING

- A. Schedule Work to coincide with new construction.
- B. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation in adjoining spaces.
- C. Perform noisy and dusty work:
 - 1. As directed by Owner.
- D. Coordinate utility and building service interruptions with Owner.

1. Do not disable or disrupt building fire or life safety systems without three days prior written notice to Owner.
2. Schedule tie-ins to existing systems to minimize disruption.
3. Coordinate Work to ensure fire sprinklers, fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

1.7 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Mark location and termination of utilities.
- B. Erect, and maintain temporary barriers and security devices at locations indicated] including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- C. Do not close or obstruct building egress path.
- D. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

3.2 SALVAGE REQUIREMENTS

- A. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner.
- B. Tag components and equipment Owner designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove building components and equipment indicated to be salvaged.

- E. Disassemble as required to permit removal from building.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately when structure appears to be in danger and notify Architect
- C. Disconnect and remove designated utilities within demolition areas.
- D. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- E. Demolish in orderly and careful manner. Protect existing improvements.
- F. Carefully remove building components indicated to be reused.
 - 1. Disassemble components as required to permit removal.
 - 2. Package small and loose parts to avoid loss.
 - 3. Mark components and packaged parts to permit reinstallation.
 - 4. Store components, protected from construction operations, until reinstalled.
- G. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.

END OF SECTION

SECTION 04 05 03

MASONRY MORTARING AND GROUTING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes mortar for masonry.

1.2 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 530 Building Code Requirements for Masonry Structures and ACI 530.1 Specification for Masonry Structures.

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than **40 degrees F**.
- B. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than **100 degrees F** or ambient temperature is greater than **90 degrees F** with wind velocity greater than **8 mph**.

PART 2 PRODUCTS

2.1 MORTAR AND MASONRY GROUT

- A. Manufacturers:
 - 1. Blue Circle Cement.
 - 2. Citadel Cement.
 - 3. The Quikrete Companies.
 - 4. Substitutions: [Permitted] [Not Permitted].

2.2 COMPONENTS

- A. Portland Cement: ASTM C150, Type I, gray color.
- B. Masonry Cement: ASTM C91, Type N, gray color.
- C. Mortar Aggregate: ASTM C144, standard masonry type.
- D. Hydrated Lime: ASTM C206, Type S.
- E. Grout Aggregate: ASTM C404, fine.
- F. Water: Clean and potable.

- G. Bonding Agent: Latex type.
- H. Calcium chloride is not permitted.

2.3 MIXES

- A. Mortar Mixes:
 - 1. Mortar for Non-Structural Masonry: ASTM C270, Type N using Proportion specification.
 - 2. Pointing Mortar: ASTM C270, Type N, using Proportion specification.
- B. Mortar Mixing:
 - 1. Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.
 - 2. Add admixtures.
- C. Grout Mixes:
 - 1. Bond Beams: **3,000 psi** strength at 28 days; **8-10 inches** slump; premixed type in accordance with ASTM C94/C94M.
- D. Grout Mixing:
 - 1. Thoroughly mix grout ingredients in quantities needed for immediate use in accordance with ASTM C476.
 - 2. Do not use anti-freeze compounds to lower freezing point of grout.

PART 3 EXECUTION

3.1 PREPARATION

- A. Apply bonding agent to existing concrete surfaces.

3.2 INSTALLATION

- A. Install mortar and grout in accordance with ACI 530.1 Specification for Masonry Structures.

3.3 FIELD QUALITY CONTROL

- A. Testing of Mortar Mix: In accordance with ASTM C780.
- B. Testing of Grout Mix: In accordance with ASTM C1019.

END OF SECTION

SECTION 04 20 00

UNIT MASONRY

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes concrete masonry units; reinforcement, anchorage, and accessories.

PART 2 PRODUCTS

2.1 COMPONENTS

- A. Hollow Non-Load Bearing Concrete Masonry Units: ASTM C129; normal weight.
- B. Concrete Masonry Unit Size and Shape: Match existing.

2.2 ACCESSORIES

- A. Single Wythe Joint Reinforcement: ASTM A951; truss type; steel; 0.188 inch diameter side rods with 0.148 inch diameter cross ties; hot dip galvanized.
- B. Mortar and Grout: As specified in Section 04 05 03.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify field conditions are acceptable and are ready to receive Work.

3.2 PREPARATION

- A. Coordinate placement of anchors supplied by other sections.
- B. Wet clay and shale brick before laying when initial rate of absorption is greater than 30 grams when tested in accordance with ASTM C67.

3.3 INSTALLATION

- A. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.

- B. Coursing of Concrete Masonry Units:
 - 1. Bond: Running.
 - 2. Coursing: One unit and one mortar joint to equal 8 inches.
 - 3. Mortar Joints: Concave.
- C. Joint Reinforcement And Anchorage - Single Wythe Masonry:
 - 1. Install horizontal joint reinforcement 16 inches oc.
 - 2. Place masonry joint reinforcement in first [and second] [_____]
- D. Lintels:
 - 1. Install reinforced unit masonry lintels over openings where steel or precast concrete lintels are not scheduled or indicated.
 - 2. Maintain minimum 8inch bearing on each side of opening.
- E. Grouted Components:
 - 1. Support and secure reinforcing bars from displacement.
 - 2. Place and consolidate grout fill without displacing reinforcing.
 - 3. At bearing locations, fill masonry cores with grout for minimum 12 inches both sides of opening.
- F. Built-In Work:
 - 1. As work progresses, install built-in fabricated metal frames.
- G. Cleaning:
 - 1. Remove excess mortar and mortar smears as work progresses.
 - 2. Clean soiled surfaces with cleaning solution.
- H. Tolerances:
 - 1. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
 - 2. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

END OF SECTION

SECTION 06 41 00
ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes custom-fabricated cabinet units; counter tops; cabinet hardware; preparation for installing utilities in cabinets; and shop finishing.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI A156.9 - Cabinet Hardware.
 - 2. ANSI A208.1 - Mat-Formed Wood Particleboard.
- B. Architectural Woodwork Institute:
 - 1. AWI - Quality Standards Illustrated.
- C. ASTM International:
 - 1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- D. National Electrical Manufacturers Association:
 - 1. NEMA LD 3 - High Pressure Decorative Laminates.
- E. Woodwork Institute:
 - 1. WI - Manual of Millwork.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate materials, component profiles and elevations, assembly methods, joint details, fastening methods, accessory listings, hardware location and schedule of finishes.
- B. Product Data: Submit data for hardware accessories.
- C. Samples:
 - 1. Submit two 8 x 10 inch size samples, illustrating cabinet finish.
 - 2. Submit two, 8 x 10 inch size samples, illustrating counter top finish.
 - 3. Submit two samples of drawer pulls, hinges, illustrating hardware finish.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with AWI (Architectural Woodwork Institute) Architectural Woodwork Quality Standards Illustrated, Premium Grade.

- B. Specifications for the Work of this Section are based on the L-44 Series casework as manufactured by LSI Corporation of America, Inc. 2100 Xenium Lane Minneapolis, Minnesota, 5541. See Article 2.4; Fabrication, of this Section, for construction requirements. Deviations will not be accepted.
- C. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

1.5 QUALIFICATIONS

- A. Fabricator: Authorized to use AWI Grade Stamps with minimum twenty years documented experience.

1.6 WARRANTY

- A. All materials and workmanship covered by this Section will carry a five (5) year warranty from date of acceptance.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver completed laminate clad casework, countertops, and related products only after wet operations in building are completed, store in ventilated place, protect from the weather, with relative humidity range of 25 percent to 55 percent.
- B. Protect units from moisture damage, finished surfaces from soiling and damages during handling and installation with protective covering.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. During and after installation of Work of this section, maintain same temperature and humidity conditions in building spaces as will occur after occupancy.

1.10 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1 CUSTOM CABINETS

- A. Fabricators:

1. LSI Corporation of America, Inc., Model - L44 Series.
2. Substitutions: Section 01 60 00 - Product Requirements.

2.2 COMPONENTS

- A. Wood Particleboard: ANSI A208.1-1999, Grade M-3 (moisture resistant plywood in locations where sinks are installed); composed of wood chips or sawdust, medium density, made with water resistant adhesive; sanded faces. Grade stamp of moisture resistant components to be visible.
- B. High Pressure Decorative Laminate: NEMA LD 3, GP50 for horizontal surfaces, GP28 for vertical surfaces, CL20 for cabinet liner surfaces, BK20 for undecorated backing sheets, color, pattern, and matte surface texture as selected.

2.3 ACCESSORIES

- A. Adhesive for High Pressure Decorative Laminates: Doors, finished end panels, and other decorative exterior laminate surfaces shall be laminated exterior with .028 inch (.71 mm) high-pressure plastic laminate, and interior with .020 inch (.51 mm) high-pressure cabinet liner. Lamination with hybrid P.V.A. Type III water resistant adhesive.
- B. Plastic Edge Trim: 3 mm extruded PVC edge with 1/8 inch radius on all edges and corners. Smooth finish of width to match component thickness; color as selected.
- C. Fasteners: Size and type to suit application.
- D. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; paint finish in concealed locations and chrome finish in exposed locations.
- E. Concealed Joint Fasteners: Threaded steel.
- F. Grommets: Plastic material for cut-outs.
- G. Shelf Brackets: Heavy duty formed steel brackets.
- H. Drawer and Door Pulls: 4 inch wire type. Pull design shall comply with the Americans with Disability Act (ADA)
- I. Cabinet Locks: Disc tumbler.
- J. Catches: Magnetic.
- K. Drawer Slides: Regular: 100 lb. powder coated. Positive stop both directions with self closing feature. File: Full extension, 150-pound load

rated powder coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions with self closing feature.

- L. Hinges: Five knuckle, epoxy coated, institutional grade.

2.4 FABRICATION

- A. Shop assembled casework for delivery to site in units easily handled and to permit passage through building openings.
- B. Fit shelves, doors, and exposed edges with PVC edging. Use one piece for full length only.
- C. Base and tall cabinets shall be furnished with separate, continuous base of 3/4 inch water resistant plywood. Cabinet sides shall not extend to floor.
- D. Wall cabinet tops and bottoms to be full one inch thick.
- E. Cabinet up to four feet wide shall be constructed without center vertical divider.
- F. Wall cabinet bottoms and all exposed interiors of open cabinets shall be decorative laminate in same color and finish as cabinet exteriors.
- G. Door and Drawer Fronts: 3/4 inch thick; reveal overlay style.
- H. All edges of doors and drawer fronts shall be 3 millimeter PVC with edges and corners radiused to 1/8 inch. Color as selected from manufactured standard colors.
- I. Door and drawer spreaders: Provide minimum 3/4 inch x 6 inch full width white finish cabinet body spreaders immediately behind all doors and drawers and multiple drawer horizontal joints to maintain exact body dimensions and close off reveal. Front edge shall be flat edge PVC, white in color.
- J. Draw slides shall be powder coated, have positive in-stop, out-stop and out-keeper to maintain drawer in 80% open position, have captive nylon rollers front and rear and load rated for 100 lbs. minimum.
- K. Drawer body material shall be multi-directional fiberboard. Particle board drawer construction will not be accepted. Provide fused laminate for drawer bottom. Paint or vinyl will not be accepted. Drawer bottom shall be fully bound (dadoed) into front, sides, and back. Routing, in drawer body for bottom, shall receive glue. Reinforce drawer bottoms with 1/2 inch x 4 inch front-to-back intermediate underbody stiffeners, mechanically fastened. One at 24 inches, two at 36 inches, and four at 48 inches.

- L. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Locate counter butt joints minimum 2 feet from sink cut-outs.
- M. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
- N. Provide cutouts for plumbing fixtures. Verify locations of cutouts from on-site dimensions. Seal contact surfaces of cut edges.
- O. Cabinet backs shall be ½" thick; screwed every 3" with #12 screws per AWI standards. Fastening by staples will not be accepted. Cabinet back shall be fully bound (dadoed) into sides, top, and bottom, recessed 7/8 inch from cabinet rear. Rear, unexposed, side of back shall be toe-nailed to cabinet body with mechanical fasteners and solidified with a continuous bead of industrial grade hot melt adhesive.
- P. When necessary to cut and fit on site, fabricate materials with ample allowance for cutting. Furnish trim for scribing and site cutting.
- Q. Apply high pressure decorative laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Locate counter butt joints minimum 2 feet from sink cut-outs.
- R. Apply laminate backing sheet to reverse side of plastic wood laminate finished surfaces.

2.5 SHOP FINISHING

- A. Seal surfaces to come in contact with cementitious materials. Designer to verify surfaces are sealed prior to installation.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

3.2 INSTALLATION

- A. Set and secure casework in place; rigid, plumb, and level.

- B. Use fixture attachments in concealed locations for wall mounted components.
- C. Use concealed joint fasteners to align and secure adjoining cabinet units and counter tops.
- D. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim for this purpose.
- E. Secure cabinet and counter bases to floor using appropriate angles and anchorages.
- F. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

3.3 ADJUSTING

- A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting and balancing.
- B. Adjust moving or operating parts to function smoothly and correctly.

3.4 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

SECTION 07 90 00
JOINT PROTECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes sealants and joint backing.

1.2 SUBMITTALS

- A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.1 JOINT SEALERS

- A. Manufacturers:
 - 1. Dow Corning Corp.
 - 2. GE Silicones.
 - 3. Tremco.
 - 4. Pecora Corp.
 - 5. Substitutions: Permitted.
- B. Product Description:
 - 1. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - a. Type: "834" manufactured by Tremco.
 - b. Color: Standard colors matching finished surfaces.
 - c. Applications: Use for interior wall and ceiling control joints, joints between door and window frames and wall surfaces, and other interior joints for which no other type of sealant is indicated.:
 - 2. Bathtub/Tile Sealant: White silicone; ASTM C920, Uses M and A; single component, mildew resistant.
 - a. Type: "786" manufactured by Dow Corning Corporation.

- b. Applications: Use for joints between plumbing fixtures and floor and wall surfaces, and joints between bathroom, toilet rooms, counter tops and wall surfaces.
- 3. Acoustical Sealant: Butyl or acrylic sealant; ASTM C920, Type S, Grade NS, Class 12-1/2, Uses M and A; single component, solvent release curing, non-skinning.
 - a. Type: "30CTG" manufactured by Tremco.
 - b. Applications: Use for concealed locations only at acoustically rated construction.
 - 1) Provide sealant bead between top stud runner and structure and between bottom stud track and floor.

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width; recommended by manufacturer.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
- B. Verify joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter impairing adhesion of sealant.
- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193.

3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193.

- B. Perform acoustical sealant application work in accordance with ASTM C919.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

END OF SECTION

SECTION 08 12 14
STANDARD STEEL FRAMES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes non-rated steel frames.
 - 1. Provide frames for interior glazed lights.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate frame elevations, reinforcement, anchor types and spacing, location of cut-outs for hardware, and finish.
- B. Product Data: Submit frame configuration and finishes.
- C. Manufacturer's Installation Instructions: Submit special installation instructions.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.3 QUALITY ASSURANCE

- A. Conform to requirements of ANSI A250.8.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Accept frames on site in manufacturer's packaging. Inspect for damage.
- C. Break seal on-site to permit ventilation.

1.6 COORDINATION

- A. Coordinate Work with frame opening construction, door, and hardware installation.

PART 2 PRODUCTS

2.1 STANDARD STEEL FRAMES

- A. Manufacturers:
 - 1. Amweld Building Products, Inc.
 - 2. Republic Builders Products.
 - 3. Steelcraft] Model.
 - 4. Substitutions: Permitted.
- B. Product Description: Standard shop fabricated steel frames, non-rated types.
 - 1. Frames: To suit ANSI A250.8 Grade and Model of door specified in Section 08 13 14.
 - 2. Interior Frames:
 - a. Level 3 for Door Models 2, nominal 16 gage/0.053 inch thick material, base metal thickness.

2.2 ACCESSORIES

- A. Bituminous Coating: Non-asbestos fibered asphalt emulsion where installed in CMU wall..
- B. Primer: ANSI A250.10 rust inhibitive type.
- C. Silencers: Rubber fitted into drilled hole.

2.3 FABRICATION

- A. Fabricate frames as welded unit.
- B. Fabricate frames with hardware reinforcement plates welded in place. Provide mortar guard boxes.
- C. Reinforce frames wider than 48 inches with roll formed steel channels fitted tightly into frame head, flush with top.
- D. Prepare frames for silencers. Provide three single silencers for single doors on strike side. Provide two single silencers on frame head at double doors without mullions.
- E. Fabricate frames to suit masonry wall coursing with 4 inch head member.

2.4 SHOP FINISHING

- A. Steel Sheet: Galvanized to ASTM A653/A653M A40.
- B. Primer: Baked.

- C. Factory Finish: Baked enamel color as selected.
- D. Coat inside of frame profile with bituminous coating to minimum thickness of 1/16 inch.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify opening sizes and tolerances are acceptable.

3.2 INSTALLATION

- A. Install frames in accordance with ANSI A250.8.
- B. Coordinate with masonry and gypsum board wall construction for anchor placement.
- C. Coordinate installation of glass and glazing.
- D. Coordinate installation of frames with installation of hardware specified in Section 08 71 00 and doors in Section 08 14 00.

3.3 ERECTION TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch measured with straight edges, crossed corner to corner.

3.4 SCHEDULE

- A. Refer to Door and Frame Schedule appended to this section.

END OF SECTION

SECTION 08 14 00

WOOD DOORS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes wood doors, non-rated.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate door elevations, cutouts for glazing and hardware preparation.
- B. Samples: Submit two of door veneer, 6 x 6 inch in size illustrating wood grain, stain color, and finish.

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with NWWDA I.S.1.

1.4 WARRANTY

- A. Furnish five year manufacturer warranty to include delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.1 WOOD DOORS

- A. Manufacturers:
 - 1. Algoma Hardwoods Inc.
 - 2. Graham Wood Doors.
 - 3. Mohawk Flush Doors, Inc.
 - 4. Substitutions: Permitted.
- B. Product Description: Solid and hollow core wood doors, non-rated, flush and glazed design; wood veneer; factory finished.
 - 1. Flush Interior Doors: 1-3/4 inches thick; solid core five ply construction; as indicated on Drawings.
 - 2. Panels: To match door, face veneer to end match, as indicated on Drawings.

2.2 COMPONENTS

- A. Core:
 - 1. Core (Solid, Non-Rated): NWWDA, Type PC - Particleboard Grade LD-2.
- B. Flush Door Facing:
 - 1. Wood Veneer: NWWDA Grade 2 Good species wood, rotary sliced with book match grain, for transparent finish.
 - a. Pair match multiple door leaves in single opening.
 - 2. Adhesive: NWWDA, Type II - water resistant.

2.3 ACCESSORIES

- A. Glass Stops: Steel.

2.4 FABRICATION

- A. Fabricate doors in accordance with NWWDA I.S.1 requirements.
- B. Acoustic Rating for Door and Frame Assembly: ASTM E90, minimum STC 35.
- C. Fabricate doors with hardware reinforcement blocking in place.
- D. Factory machine doors for finish hardware.
- E. Factory fit doors for frame opening dimensions identified on shop drawings.

2.5 FINISH

- A. Factory finish doors in accordance with approved sample.
- B. Seal door top edge with color sealer to match door facing.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install doors in accordance with NWWDA I.S.1 requirements.
- B. Coordinate installation of glass and glazing.
- C. Coordinate installation of doors with installation of metal frames specified in Section 08 11 13] and hardware specified in Section 08 71 00. Glass specified in Section 08 80 00.

- D. Adjust door for smooth and balanced door movement.
- E. Tolerances:
 - 1. Conform to NWWDA requirements for fit and clearance tolerances and maximum diagonal distortion.

3.2 SCHEDULE

- A. Refer to Door and Frame Schedule appended to this section.

END OF SECTION

SECTION 08 71 00

DOOR HARDWARE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes hardware for wood, doors.
 - 1. Provide door gaskets, including weatherstripping and seals, and thresholds.

1.2 SUBMITTALS

- A. Shop Drawings:
 - 1. Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts, electrical characteristics and connection requirements.
 - 2. Submit manufacturer's catalog information.
- B. Samples:
 - 1. Submit one sample of typical hinge, latchset, lockset, and closer, illustrating style, color, and finish.
 - 2. Approved samples may be incorporated into Work.
- C. Manufacturer's Installation Instructions: Submit special procedures, and perimeter conditions requiring special attention.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the following requirements:
 - 1. ANSI A156 series.
 - 2. NFPA 101.
- B. Furnish hardware marked and listed in BHMA Directory of Certified Products.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum ten years documented experience.

- B. Hardware Supplier: Company specializing in supplying commercial and institutional door hardware with minimum three years documented experience approved by primary hardware manufacturers.
- C. Hardware Supplier Personnel: Employ Architectural Hardware Consultant (AHC) to assist in work of this section.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.
- B. Include persons involved with installation of doors, frames, and hardware.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually with necessary fasteners, instructions, and installation templates, when necessary; label and identify each package with door opening code to match hardware schedule.

1.8 COORDINATION

- A. Coordinate Work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware and recessed items.
 - 1. Provide templates or actual hardware as required to ensure proper preparation of doors and frames.
- B. Coordinate Owner's keying requirements during course of Work.

1.9 MAINTENANCE MATERIALS

- A. Furnish maintenance tools and accessories supplied by hardware component manufacturer.

PART 2 PRODUCTS

2.1 DOOR HARDWARE

- A. Manufacturers:
 - 1. Best
 - 2. Ives
 - 3. LCN
 - 4. Schlage Lock Co.
 - 5. NGP
 - 6. Von Duprin
 - 7. Substitutions: Permitted.

- B. Hinge Manufacturers:
 - 1. Stanley – FBB Series.
 - 2. McKinney – TB Series.
 - 3. Ives – 5BB Series.
 - 4. Substitutions: Permitted.
- C. Lockset, Latch Set, and Cylinder Manufacturers:
 - 1. Schlage ND Series, SPA design.
 - 2. Sargent 10-Line Series, LP design.
 - 3. Falcon T Series, Quantum design.
 - 4. Best 93K Series, 15C design
 - 5. Substitutions: Permitted.
- D. Closer Manufacturers:
 - 1. LCN 4000 Series
 - 2. Sargent 281 Series
 - 3. Substitutions: Permitted .
- E. Push/Pulls, Manual and Automatic Bolts, Protection Plates, and Trim Manufacturers:
 - 1. Ives
 - 2. Trimco.
 - 3. Rockwood.
 - 4. Substitutions: Permitted .

2.2 COMPONENTS

- A. General Hardware Requirements: Where not specifically indicated, comply with applicable ANSI A156 standard for type of hardware required. Furnish each type of hardware with accessories as required for applications indicated and for complete, finished, operational doors.
 - 1. Templates: Furnish templates or physical hardware items to door and frame manufacturers sufficiently in advance to avoid delay in Work.
 - 2. Reinforcing Units: Furnished by door and frame manufacturers; coordinated by hardware supplier or hardware manufacturer.
 - 3. Fasteners: Furnish as recommended by hardware manufacturer and as required to secure hardware.
 - a. Finish: Match hardware item being fastened.
- B. Hinges: ANSI A156.1, full mortise type complying with following general requirements unless otherwise scheduled.
 - 1. Widths: Sufficient to clear trim projection when door swings 180 degrees.
 - 2. Number: Furnish minimum three hinges to 90 inches high, four hinges to 120 inches high for each door leaf.
 - 3. Size and Weight: 4-1/2 inch heavy weight typical for 1-3/4 inch.

- a. Doors Over 40 inches Wide: Extra heavy weight ball or oilite bearing hinges.
 - b. Doors Over 48 inches Wide: 5 inch extra heavy weight ball or oilite bearing.
- 4. Pins: Furnish nonferrous hinges with non-removable pins (NRP) at exterior and locked outswinging doors, non-rising pins at interior doors.
- 5. Tips: Flat button.
- C. Locksets: Furnish locksets compatible with specified cylinders. Typical 2-3/4 inch backset. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt.
 - 1. Bored (Cylindrical) Locksets: ANSI A156.2, Series 4000, Grade 1 unless otherwise indicated.
- D. Latch Sets: Match locksets. Typical 2-3/4 inch backset. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt.
 - 1. Bored (Cylindrical) Latch Sets: ANSI A156.2, Series 4000, Grade 1 unless otherwise indicated.
- E. Exit Devices: ANSI A156.3, Grade 1 rim type, with push pad cross bar, unless otherwise indicated. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt.
 - 1. Types: Suitable for doors requiring exit devices.
- F. Cylinders: ANSI A156.5, Grade 1 Match existing building cylinders.
 - 1. Keying: Keyed to existing keying system as directed by Owner.
 - 2. Keys: Nickel silver. Stamp keys with "DO NOT DUPLICATE".
 - 3. Provide allowance of \$ 600 to Owner for purchase and keying of permanent cores.
- G. Closers: ANSI A156.4 modern type with cover, surface mounted closers; cast iron body; double heat treated pinion; full rack and pinion type with steel spring and non-freezing hydraulic fluid; closers required for fire rated doors unless otherwise indicated.
 - 1. Adjustability: Furnish controls for regulating closing, latching, speeds, and back checking.
 - 2. Arms: Type to suit individual condition; parallel-arm closers at reverse bevel doors and where doors swing full 180 degrees.
 - 3. Location: Mount closers on inside of exterior doors, room side of interior doors typical; mount on pull side of other doors.
 - 4. Operating Pressure: Maximum operating pressure as follows.
 - a. Interior Doors: Maximum 5 pounds.
 - b. Fire Rated Doors: As required for fire rating, maximum 15 pounds.

2.3 ACCESSORIES

- A. Lock Trim: Furnish levers with rose as indicated in Schedule.
 - 1. Do not permit through bolts on solid wood core doors.
- B. Through Bolts: Do not permit through bolts and grommet nuts on door faces in occupied areas unless no alternative is possible.
 - 1. Do not use through bolts on solid wood core doors.

2.4 FINISHING

- A. Finishes: ANSI A156.18; furnish following finishes except where otherwise indicated in Schedule at end of section.
 - 1. Hinges:
 - a. BHMA 652, satin chrome plated brass or bronzefinish.
 - 2. Typical Exterior Exposed and High Use Interior Door Hardware:
 - a. BHMA 630, satin finished stainless steel.
 - b. BHMA 626, satin chromium plated brass or bronze.
 - 3. Typical Interior Door Hardware:
 - a. BHMA 626, satin chromium plated brass or bronze.
 - b. BHMA 630, satin finished stainless steel.
 - 4. Typical Interior Toilet Room Door Hardware:
 - a. BHMA 626, satin chromium plated brass or bronze.
 - b. BHMA 630, satin finished stainless steel.
 - 5. Closers: Finish appearance to match door hardware on same face of door.
 - 6. Thresholds: Finish appearance to match door hardware on exterior face of door.
 - a. BHMA 628, satin aluminum, clear anodized.
 - 7. Other Items: Furnish manufacturer's standard finishes to match similar hardware types on same door, and maintain acceptable finish considering anticipated use and BHMA category of finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify doors and frames are ready to receive door hardware and dimensions are as instructed by manufacturer.

3.2 INSTALLATION

- A. Coordinate mounting heights with door and frame manufacturers. Use templates provided by hardware item manufacturer.

3.3 FIELD QUALITY CONTROL

- A. Architectural Hardware Consultant, Supplier or Primary Hardware Manufacturer's Representatives inspect installation and certify hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

3.4 ADJUSTING

- A. Adjust hardware for smooth operation.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Protecting installed construction.
- B. Do not permit adjacent work to damage hardware or hardware finish.

3.6 SCHEDULES

- A. The following hardware sets are intended to establish type and standard of quality when used together with this section's requirements. Examine Drawings and Specifications and furnish proper hardware for door openings.
- B. Manufacturers and/or abbreviations used in this schedule:

EXST Existing
HMF Hollow Metal Frame
IVE H. B. Ives
BES Best Lock Company
LCN LCN Closers
NGP National Guard Products
SCE Schlage Electronics
SCH Schlage Lock Company
VON Von Duprin
WD Wood Door

Mark	HwSet	Mode	Door	Frame
300	01	SGL	EXST	EXST
302	02	SGL	WD	HM
303	03	SGL	WD	HM
304	04	SGL	WD	HM
306	02	SGL	WD	HM
307	05	SGL	WD	HM

308	06	SGL	WD	HM
309	07	SGL	WD	HM
310	05	SGL	WD	HM
311	08	SGL	WD	HM
312	08	SGL	WD	HM
313	07	SGL	WD	HM
314	09	SGL	WD	HM
315	10	SGL	WD	HM
316	08	SGL	WD	HM
317	11	PR	WD	HM
318	12	SGL	WD	HM
319	13	SGL	WD	HM
320	12	SGL	WD	HM
321	04	SGL	WD	HM
322	01	SGL	EXST	EXST

HW SET: 01
DOOR NUMBER:
300 322

EACH TO HAVE:
1

EXISTING DOOR, FRAME AND HARDWARE TO
REMAIN

HW SET: 02
DOOR NUMBER:
302 306

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	STD COMBINATED CORE	1C7- 2 (BY OWNER)	626	BES
1	EA	STOREROOM LOCK	ND96HD SPA	626	SCH
1	EA	SURFACE CLOSER	4041	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1	EA	WALL STOP	WS406CCV	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

HW SET: 03
DOOR NUMBER:
303

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	STD COMBINATED CORE	1C7- 2 (BY OWNER)	626	BES
1	EA	STOREROOM LOCK	ND96HD SPA	626	SCH
1	EA	SURFACE CLOSER	4041	689	LCN
1	EA	OVERHEAD STOP	450S	630	GLY
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

HW SET: 04
DOOR NUMBER:
304 321

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	STD COMBINATED CORE	1C7- 2 (BY OWNER)	626	BES
1	EA	CLASSROOM LOCK	ND94HD SPA	626	SCH
1	EA	SURFACE CLOSER	4041	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1	EA	WALL STOP	WS406CCV	630	IVE
3	EA	SILENCER	SR64	GRY	IVE
1	EA	COAT HOOK	574B	626	IVE

HW SET: 05
DOOR NUMBER:
307 310

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	STD COMBINATED CORE	1C7- 2 (BY OWNER)	626	BES
1	EA	ENTRANCE LOCK	ND92HD SPA	626	SCH
1	EA	WALL STOP	WS406CCV	630	IVE
3	EA	SILENCER	SR64	GRY	IVE
1	EA	COAT HOOK	574B	626	IVE

HW SET: 06

DOOR NUMBER:
308

EACH TO HAVE:

3	EA	HINGE	5BB1HW 4.5 X 4.5	630	IVE
1	EA	PRIVACY SET	ND40S SPA	626	SCH
1	EA	SURFACE CLOSER	4111 CUSH	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1	EA	KICK PLATE	8400 4" X 1" LDW	630	IVE
1	EA	WALL STOP	WS406CCV	630	IVE
1		SET SEALS	5050B	BRN	NGP
1	EA	COAT HOOK	574B	626	IVE

HW SET: 07
DOOR NUMBER:
309 313

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	STD COMBINATED CORE	1C7- 2 (BY OWNER)	626	BES
1	EA	CLASSROOM LOCK	ND94HD SPA	626	SCH
1	EA	SURFACE CLOSER	4041	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1	EA	WALL STOP	WS406CCV	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

HW SET: 08

DOOR NUMBER:

311 312 316

EACH TO HAVE:

3	EA HINGE	5BB1 4.5 X 4.5	652 IVE
1	EA PASSAGE SET	ND10S SPA	626 SCH
1	EA WALL STOP	WS406CCV	630 IVE
3	EA SILENCER	SR64	GRY IVE
3	EA COAT HOOK	574B	626 IVE

HW SET: 09

DOOR NUMBER:

314

EACH TO HAVE:

3	EA HINGE	5BB1HW 4.5 X 4.5	630 IVE
1	EA PRIVACY SET	ND40S SPA	626 SCH
1	EA KICK PLATE	8400 10" X 2" LDW	630 IVE
1	EA KICK PLATE	8400 4" X 1" LDW	630 IVE
1	EA WALL STOP	WS406CCV	630 IVE
1	SET SEALS	5050B	BRN NGP

HW SET: 10

DOOR NUMBER:

315

EACH TO HAVE:

3	EA HINGE	5BB1 4.5 X 4.5	652 IVE
1	EA PASSAGE SET	ND10S SPA	626 SCH
1	EA OVERHEAD STOP	450S	630 GLY
3	EA SILENCER	SR64	GRY IVE
3	EA COAT HOOK	574B	626 IVE

HW SET: 11

DOOR NUMBER:

317

EACH TO HAVE:

6	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
2	EA	MANUAL FLUSH BOLT	FB458-12"	626	IVE
1	EA	DUST PROOF STRIKE	DP2	626	IVE
1	EA	STD COMBINATED CORE	1C7- 2 (BY OWNER)	626	BES
1	EA	STOREROOM LOCK	ND96HD SPA	626	SCH
1	EA	ASTRAGAL	158NA	CL	NGP
2	EA	OVERHEAD STOP	450S	630	GLY
2	EA	SILENCER	SR64	GRY	IVE

HW SET: 12

DOOR NUMBER:

318 320

EACH TO HAVE:

3	EA	HINGE	5BB1HW 4.5 X 4.5	630	IVE
1	EA	PRIVACY SET	ND40S SPA	626	SCH
1	EA	SURFACE CLOSER	4041	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1	EA	KICK PLATE	8400 4" X 1" LDW	630	IVE
1	EA	WALL STOP	WS406CCV	630	IVE
1		SETSEALS	5050B	BRN	NGP
1	EA	COAT HOOK	574B	626	IVE

HW SET: 13

DOOR NUMBER:

319

EACH TO HAVE:

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	STD COMBINATED CORE	1C7- 2 (BY OWNER)	626	BES
1	EA	ELECTRONIC LOCK	CO-100-CY-70-KP-SPA-BDC	626	SCE
1	EA	SURFACE CLOSER	4041	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1	EA	WALL STOP	WS406CCV	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

PRESENTATION OF VALID PIN UNLOCKS OUTSIDE LEVER. LEVER RELOCKS AFTER PRESET INTERVAL.

MISC ITEMS

10	EA	CONSTRUCTION KEY48-310	SCH
2	EA	CONSTRUCTION KEY48-311	SCH
11	EA	KEYING CHARGES 50-231	SCH

SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes gypsum board with joint treatment; metal stud wall framing; metal channel ceiling framing; and acoustic insulation.

1.2 SYSTEM DESCRIPTION

- A. Acoustic Attenuation for Interior Partitions: 48 STC in accordance with ASTM E90.

1.3 SUBMITTALS

- A. Product Data: Submit data on metal framing, gypsum board, joint tape; and acoustic accessories.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C840.or GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board.
- B. Furnish framing materials in accordance with SSMA - Product Technical Information.
- C. Fire Rated Wall Construction: Rating as indicated on Drawings.
 - 1. Tested Rating: Determined in accordance with ASTM E119.
 - 2. Fire Rated Partitions: Listed assembly by UL No. U432.

PART 2 PRODUCTS

2.1 GYPSUM BOARD ASSEMBLIES

- A. Manufacturers:
 - 1. G-P Gypsum Corp.
 - 2. National Gypsum Co.
 - 3. United States Gypsum Co..
 - 4. Substitutions: Permitted.

2.2 COMPONENTS

- A. Studs and Tracks: ASTM C645; GA-216; galvanized sheet steel, 0.015 inch thick, C shape, with knurled faces.
- B. Gypsum Board Materials: ASTM C1396/C1396M ; Type X fire resistant.
 - 1. Standard Gypsum Board: 5/8 inch thick, maximum available length in place; ends square cut, tapered edges.
 - 2. Moisture Resistant Gypsum Board: 5/8 inch thick, maximum available length in place; ends square cut, tapered edges.
- C. Tile Backer Boards:
 - 1. Tile Backer Board: ASTM C1178; 1/2 inch thick, maximum available length in place; ends square cut, tapered edges.

2.3 ACCESSORIES

- A. Acoustic Insulation: ASTM C665, mineral fiber, friction fit type, unfaced, 3 inch thick.
- B. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board; manufactured by Tremco.
- C. Gypsum Board Accessories: ASTM C1047; metal; corner beads and edge trim.
 - 1. Metal Accessories: Galvanized steel.
- D. Joint Materials: ASTM C475 or GA-216], reinforcing tape, joint compound, adhesive, and water.
- E. Fasteners: ASTM C1002; Type S and GA-216; length to suit application.
- F. Gypsum Board Screws: [ASTM C954] [ASTM C1002]; length to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions are ready to receive work.

3.2 INSTALLATION

- A. Metal Studs:
 - 1. Install studs in accordance with ASTM C754.
 - 2. Metal Stud Spacing: 16 inches oc.

3. Partition Heights: Full height to structure above. Install additional bracing for partitions extending above ceiling.
- B. Joint Treatment:
1. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 2. Feather coats onto adjoining surfaces so camber is maximum 1/32 inch.
- C. Tolerances: Maximum Variation from Flat Surface: 1/8 inch in 10 feet in any direction.

END OF SECTION

SECTION 09 30 00

TILING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes ceramic tile for interior floor and wall applications; cementitious backer board as tile substrate; and thresholds at door openings.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate patterned applications and thresholds.
- B. Product Data: Submit instructions for using grouts [and adhesives].
- C. Samples: Submit mounted tile and grout on two plywood panels, 12 x 12 inch in size illustrating pattern, color variations, and grout joint size variations.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with TCA Handbook and ANSI A108.1 Series/A118.1 Series.
- B. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience, and with service facilities within 100 miles of Project.
- C. Installer: Company specializing in performing Work of this section with minimum three documented experience approved by manufacturer.

1.5 ENVIRONMENTAL REQUIREMENTS

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

PART 2 PRODUCTS

2.1 TILE

- A. Manufacturers: All products same manufacturer.
 - 1. American Olean Tile Co.
 - 2. Dal-Tile International
 - 3. Substitutions: Permitted.

2.2 COMPONENTS

- A. Ceramic Mosaic Tile: ANSI A137.1, conforming to the following:
 - 1. Moisture Absorption: 0 to 0.5 percent.
 - 2. Size: 2 x 2 x 1/4 inch.
 - 3. Shape: Square.
 - 4. Edge: Cushioned.
 - 5. Surface Finish: Unglazed.
 - 6. Color: As selected from color group 3.
 - 7. Mounted Sheet Size: 12 x 24 inches.
- B. Ceramic Wall Tile: ANSI A137.1, conforming to the following:
 - 1. Moisture Absorption: 7 percent or higher.
 - 2. Size: 4 1/4 x 4 1/4 x 5/16 inch.
 - 3. Shape: Square.
 - 4. Edge: Cushioned.
 - 5. Surface Finish: Matte or semi-gloss glazed.
 - 6. Color: As selected from color group 3.
- C. Base: Same as wall tile. Match wall tile for moisture absorption, surface finish, and color:
 - 1. Length: Tile length 8 inches.
 - 2. Height: 6 5/16 inch.
 - 3. Top Edge: Bull nosed
 - 4. Internal Corner: Coved.
 - 5. External Corner: Bullnosed.
- D. Wainscot Cap: Match wall tile for moisture absorption, surface finish, and color, tile length 4 1/4 inch long by 4 1/4 inch high, bull nosed top edge.
- E. Grout Materials:
 - 1. Standard Grout: Modified Sanded Tile Grout for joints 1/8 inch and larger; modified Non-Sanded Tile Grout for joints less than 1/8 inch as specified in ANSI A118.6; color as selected.
 - 2. Silicone Rubber Grout: Silicone sealant, moisture and mildew resistant type, complying with ANSI A118.6, color as selected; use for bath floors and walls.

- F. Cementitious Backer Board: ANSI A118.9; High density, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners.
- G. Thresholds: Marble type, white color, honed finish, 3/8 x 2 inch size by full width of wall or frame opening, beveled one side, radiused edges from bevel to vertical face.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify surfaces are ready to receive work.

3.2 PREPARATION

- A. Install cementitious backer board. Tape joints and corners, cover with skim coat of dry-set mortar to feather edge.

3.3 INSTALLATION

- A. Install tile, thresholds, and grout in accordance with applicable requirements of ANSI A108.1 through A108.10, and TCA Handbook recommendations.
- B. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor, base and wall joints.
- C. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.
- D. Grout tile joints.
- E. Floors:
 - 1. Over interior concrete substrates, install in accordance with TCA Handbook Method F113, dry-set or latex-portland cement bond coat.
- F. Showers And Bathtub Walls:
 - 1. At bathtub walls install in accordance with TCA Handbook Method B412, over cementitious backer units with waterproofing membrane.
 - 2. Grout with silicone rubber grout.
 - 3. Seal joints between tile work and other work with sealant Type recommended by tile manufacturer.

- G. Wall Tile:
1. Over gypsum wallboard on wood or metal studs install in accordance with TCA Handbook Method W243, thin-set with dry-set or latex-portland cement bond coat.
 2. Over interior concrete and masonry install in accordance with TCA Handbook Method W202, thin-set with dry-set or latex-portland cement bond coat.

END OF SECTION

SECTION 09 51 13
ACOUSTICAL PANEL CEILINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes suspended metal grid ceiling system; and acoustic panels.

1.2 SYSTEM DESCRIPTION

- A. Provide system capable of supporting imposed loads with deflection limited to 1: 360.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
- B. Samples: Submit ceiling tile and suspension system.

1.4 QUALITY ASSURANCE

- A. Conform to Cisca requirements.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity acoustic unit installation.

PART 2 PRODUCTS

2.1 SUSPENDED ACOUSTICAL CEILINGS

- A. Manufacturers:
 - 1. Armstrong World Industries.
 - 2. USG Interiors.
 - 3. Substitutions: Permitted.

2.2 COMPONENTS

- A. Grid:
 - 1. Non-Fire Rated Grid: ASTM C635, intermediate, non-fire rated, exposed T configuration; components die cut and interlocking.
 - 2. Accessories: Stabilizer bars, clips, splices, edge moldings, and hold down clips.

3. Grid Materials: Commercial quality cold rolled steel with galvanized coating.
 4. Exposed grid surface width: 15/16 inch.
 5. Grid Finish: White color.
 6. Support Channels and Hangers: Galvanized steel, size and type to suit application and ceiling system flatness requirements specified.
- B. Acoustic Panels: ASTM E1264 conforming to the following:
1. Nominal Size: 24 x 48 inches.
 2. Thickness: 3/4 inches.
 3. NRC Range: .55.
 4. STC Range: 35.
 5. Surface Finish: Fine fissured Second Look.
 6. Color: White.

2.3 ACCESSORIES

- A. Acoustic Batt Insulation: ASTM C665, friction fit type, unfaced; 2 inch thick.
- B. Acoustic Sealant for Perimeter Moldings: Recommended by manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify layout of hangers does not interfere with other work.

3.2 INSTALLATION

- A. Suspension System:
1. Install system in accordance with ASTM C636..
 2. Coordinate location of hangers with other work. Where components prevent regular spacing of hangers, reinforce system to span extra distance.
 3. Hang system independent of walls, columns, ducts, pipes and conduit.
 4. Locate system on room axis according to reflected plan.
 5. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths.
- B. Acoustic Units:
1. Install acoustic units level, free from damage, twist, warp or dents.
 2. Lay acoustic insulation above acoustic units for distance of 48 inches on both sides of acoustic partitions.

C. Tolerances: Variation from Flat and Level Surface: 1/8 inch in 10 feet.

3.3 SCHEDULE

A. Install acoustic insulation over the following rooms:

1. Exam – 312
2. Exam – 316
3. Observation – 315
4. Nurse's Office – 307
5. Doctor's Office – 310
6. Laboratory – 309

END OF SECTION

SECTION 09 65 00
RESILIENT FLOORING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes resilient tile flooring and base.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
- B. Samples:
 - 1. Submit manufacturer's complete set of color samples for initial selection.
 - 2. Submit two samples, 12 x 12 inch in size illustrating color and pattern for each resilient flooring product specified.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit maintenance instruction and data.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

PART 2 PRODUCTS

2.1 TILE FLOORING

- A. Manufacturers:
 - 1. Armstrong World Industries, Inc.
 - 2. Mannington Commercial.
 - 3. Substitutions: Permitted.
- B. Vinyl Composition Tile: ASTM F1066:
 - 1. Size: 12 x 12 inch.
 - 2. Thickness: 0.125 inch.
 - 3. Pattern: Select from Solidpoint Premium Visual Tile.

2.2 RESILIENT BASE

- A. Manufacturers:
 - 1. Johnsonite, Div. of Duramax, Inc.
 - 2. Substitutions: Permitted.
- B. Base: ASTM F1861 Rubber; top set coved:
 - 1. Height: 4 inch.
 - 2. Thickness: 0.125 inch thick.
 - 3. Finish: Satin.
 - 4. Length: 4 foot sections.
 - 5. Accessories: Premolded external and internal corners corners.

2.3 ACCESSORIES

- A. Subfloor Filler: Cementitious; type recommended by floor material manufacturer.
- B. Primers and Adhesives: Waterproof, types recommended by floor material manufacturer.
- C. Moldings and Edge Strips: Same material as flooring, manufactured by Johnsonite.
- D. Sealer and Wax: Types recommended by floor material manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify concrete floors are dry to maximum moisture content as recommended by manufacturer, and exhibit negative alkalinity, carbonization, and dusting.

3.2 PREPARATION

- A. Clean substrate.
- B. Fill minor low spots and other defects with sub-floor filler.
- C. Apply primer as required to prevent "bleed-thru" or interference with adhesion by substances that cannot be removed.

3.3 INSTALLATION

- A. Spread adhesive and set flooring in place. Press sheet flooring with 150 pound roller to attain full adhesion.

- B. Install tile flooring with joints and seams parallel to building lines. Allow minimum 1/2 full size tile width at room or area perimeter.
- C. Scribe flooring to produce tight joints at items penetrating flooring.
- D. Where floor finishes are different on opposite sides of door, terminate flooring under centerline of door.
- E. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated. Secure resilient strips by adhesive.
- F. Adhere base tight to wall and floor surfaces.
- G. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.

3.4 CLEANING

- A. Remove excess adhesive from surfaces without damage.
- B. Prohibit traffic on resilient flooring for 48 hours after installation.
- C. After completion of installation, following flooring manufacturer's recommended procedures, apply minimum three (3) coats of wax recommended by manufacturer, buffing between each application.

END OF SECTION

SECTION 09 90 00
PAINTING AND COATING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of paints, stains, varnishes, and other coatings.
- B. Finish all interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- C. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory-finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically so indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.2 SUBMITTALS

- A. Product Data: Submit data on finishing products including VOC content
- B. Samples: Submit two paper chip samples, 8 ½ x 11 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit maintenance and cleaning instructions.

1.4 QUALITY ASSURANCE

- A. Surface Burning Characteristics:
 - 1. Fire Retardant Finishes: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Store and apply materials in environmental conditions required by manufacturer's instructions.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

- A. Manufacturers:
 - 1. PPG Porter Paints.
 - 2. Substitutions: Permitted.

2.2 COMPONENTS

- A. Coatings: Ready mixed except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve finishes specified.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate conditions are ready to receive Work.
- B. Measure moisture content of porous surfaces using electronic moisture meter. Do not apply finishes unless moisture content is less than 12 percent.

3.2 PREPARATION

- A. Correct minor defects and clean surfaces affecting work of this section.
- B. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or applying finishes.
- C. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
- D. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- E. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove foreign matter. Remove oil and grease with solution of tri-sodium phosphate, rinse well and allow to dry.

- F. Uncoated Steel and Iron Surfaces: Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.
- G. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Clean surfaces with solvent. Prime bare steel surfaces.
- H. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- I. Interior Wood Items Scheduled to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats.

3.3 EXISTING WORK

- A. Extend existing paint and coatings installations using materials and methods compatible with existing installations and as specified.

3.4 APPLICATION

- A. Sand wood surfaces lightly between coats to achieve required finish.
- B. Where clear finishes are required, tint fillers to match wood.
- C. Prime concealed surfaces of interior woodwork with primer paint.
- D. Prime concealed surfaces of interior wood surfaces scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with thinner.
- E. Finishing Mechanical And Electrical Equipment:
 - 1. Paint shop primed equipment.
 - 2. Remove unfinished louvers, grilles, covers, and access panels and paint separately. Paint dampers exposed behind louvers, grilles, convactor and baseboard cabinets to match face panels.
 - 3. Prime and paint insulated and exposed pipes, insulated and exposed ducts, hangers, brackets, collars and supports, except where items are prefinished.
 - 4. Paint interior surfaces of air ducts visible through grilles and louvers with one coat of flat black paint to visible surfaces.
 - 5. Paint exposed conduit and electrical equipment occurring in finished areas.
 - 6. Paint both sides and edges of plywood backboards.
 - 7. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

- F. Cleaning: As work proceeds, promptly remove finishes where spilled, splashed, or spattered.

3.5 SCHEDULE - SHOP PRIMED ITEMS FOR SITE FINISHING

- A. Metal Fabrications: Exposed surfaces of lintels.

3.6 SCHEDULE - INTERIOR SURFACES

- A. Wood - Transparent:
 - 1. Filler coat (for open grained wood only).
 - 2. One coat: 41570 Olympic Interior Fast Dry Wood Stain
 - 3. One coat sealer: 41061 Olympic Water Based Sanding Sealer
 - 4. Two coats of varnish satin: 43887 Olympic Oil Satin Varnish
- B. Concrete, Concrete Block:
 - 1. One coat of block filler. PPG Porter Paints 6-7 Latex Block Filler
 - 2. Two coats of latex acrylic, semi-gloss PPG Porter Paints 649 Acrylic Shield Acrylic Semi Gloss House & Trim Paint
- C. Steel - Unprimed:
 - 1. One coat of alkyd primer: PPG 6-208 Speedhide Alkyd Metal Primer
 - 2. Two coats of latex enamel, gloss: PPG 90-374 Pitt-Tech Acrylic Gloss DTM Enamel
- D. Steel - Primed:
 - 1. Touch-up with alkyd primer: PPG 6-208 Speedhide Alkyd Metal Primer
 - 2. Two coats of latex enamel, gloss: PPG 90-374 Pitt-Tech Acrylic Gloss DTM Enamel
- E. Steel - Galvanized:
 - 1. One coat galvanize primer: PPG 90-712 Pitt-Tech Acrylic DTM Primer Finish
 - 2. Two coats of latex enamel, gloss: PPG 90-374 Pitt-Tech Acrylic Gloss DTM Enamel
- F. Gypsum Board and Plaster Walls:
 - 1. One coat of latex primer sealer for new drywall: PPG 6-2 Speedhide Latex Primer
 - 2. Two coats of latex acrylic, semi-gloss: PPG Porter Paints 109 Hi-Hide Latex Semi Gloss Enamel

END OF SECTION

SECTION 10 10 96
CUBICLE CURTAINS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: Overhead metal curtain track and guides.

1.2 PERFORMANCE REQUIREMENTS

- A. Track: To support vertical test load of 50 lbs without visible deflection of track or damage to supports.
- B. Size track to support moving loads, sufficiently rigid to resist visible deflection.

1.3 SYSTEM DESCRIPTION

- A. Track: Surface mounted.

1.4 SUBMITTALS

- A. Submit shop drawings indicating a reflected ceiling plan view of curtain track, hangers and suspension points, attachment details, schedule of curtain sizes
- B. Product Data: Provide data for curtain fabric characteristics and flame-smoke rating.
- C. Samples: Submit two fabric samples illustrating fabric color.
- D. Submit two 12 x 12 inch patch of curtain cloth with representative hem stitch detail, heading with reinforcement, and carrier attachment to curtain header.
- E. Submit 12" sample length of curtain track including typical splice and wall and ceiling hanger and escutcheon.
- F. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.

1.5 MAINTENANCE DATA

- A. Include recommended cleaning methods and materials and stain removal methods. Note cleaning methods deleterious to maintaining low flammability standards.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code and NFPA 701 for flame/smoke rating requirements in accordance with ASTM E84 for curtain fabric.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Accept curtain materials on site and inspect for damage.
- B. Store and protect curtain materials on site.

1.8 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

PART 2 PRODUCTS

2.1 TRACK MATERIALS

- A. Track: Extruded aluminum sections, one piece per cubicle track run.
- B. Track Ends: Positive stop to fit track extrusion.
- C. Wand: aluminum hollow section, attached to lead carrier, for pull-to-close action.
- D. Suspension Rods: Tubular sections, sized to support loads designed to receive attachment from track and above ceiling support.
- E. Exposed Track Surfaces: Clear satin anodized finish.
- F. Escutcheons: Aluminum.

2.2 CURTAIN MATERIALS

- A. Curtain: Close weave nylon, anti-bacterial, self deodorizing, sanitized, preshrunk, flame proofed to UL 214 or NFPA 701.
- B. Curtain: color selected from manufacturer's standard range.
- C. Open mesh cloth: Fully edge bound, open weave to permit air circulation, flameproof material, same color as curtain, 18" to 24" width.

2.3 CARRIERS AND HARDWARE

- A. Nylon axle and wheel carrier with nickel plated brass beaded chain and polished aluminum hook.

- B. Carriers: Nylon slider to accurately fit track, designed to eliminate bind when curtain is pulled, and fitted to curtain to prevent accidental curtain removal.

2.4 FABRICATION

- A. Manufacture curtains of one piece, sized 10 percent wider than track length. Terminate curtain 15 inches from floor.
- B. Include open mesh cloth at top 18 inches of curtain for room air circulation.
- C. Curtain heading of triple thickness 2 inches wide, with metal grommet holes for carriers 6 inches on center, double fold bottom hem 2 inches wide included lead weights. Lockstitch seams in two rows. Turn seam edges and lockstitch.
- D. Fabricate track bend with minimum 12 inch radius, without deforming track section, or impeding movement of carriers.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and above ceiling supports are ready to receive work. Do not anchor track to finished ceiling unless ceiling support is designed to accommodate stresses encountered during curtain operation.
- B. Verify field measurements are as [shown on shop drawings.
- C. Beginning of installation means installer accepts existing surfaces and conditions.

3.2 INSTALLATION

- A. Install curtain track secure and rigid, true to ceiling line.
- B. Install end cap and stop device.
- C. Secure track to suspended ceiling system.
- D. Install curtains on carriers ensuring smooth operation.

END OF SECTION

SECTION 10 14 00

SIGNAGE

PART 1 GENERAL

1.1 SUMMARY

1. Section includes Wall Mounted Frames.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate sign styles, lettering font, foreground and background colors, locations, overall dimensions of each sign.
- B. Samples: Submit two signs, in full size, illustrating type, style, letter font, and colors specified; method of attachment.
- C. Manufacturer's Installation Instructions: Submit installation template and attachment devices.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with requirements of ICC/ANSI A117.1 and ADAAG.
- B. Mock-Up: Provide a mock-up of each sign type for evaluation of mounting techniques and application workmanship.
 1. Locate in areas designated by Architect.
 2. Do not proceed with remaining work until workmanship approved by Architect.
 3. Reinstall mock-up signs as required to produce acceptable work.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products in unopened protective packaging until ready for installation.
- B. Store adhesive attachment tape at ambient room temperatures.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Do not install signs when ambient temperature is lower than recommended by manufacturer.
- B. Maintain this minimum temperature during and after installation of signs.

PART 2 PRODUCTS

2.1 INTERIOR SIGNS

- A. Manufacturers:
 - 1. Vista System.
 - 2. Substitutions: Permitted.
- B. Product Description: Provide the following interior sign system types in the locations and in the configurations indicated.
 - 1. Wall Mounted Frames: Wall-mounted signs with the Vista frame extrusions using any flat, flexible substrate to create a curved-face sign.

2.2 COMPONENTS

- A. Wall Frames - Portrait Series: Extruded Aluminum of the sizes specified. This sign/product includes assembly.
 - 1. Style/Size:
 - a. V150, overall radius width is 5.90 inches. Size 6 inches portrait height.
 - b. VLetter, overall radius width is 8.50 inches. Size 11 inches portrait height.
 - 2. Aluminum Frame Finish:
 - a. Custom Colors as selected.
 - 3. Clear cover for extrusion thick polycarbonate, glossy one side, non-glare one side.
 - 4. End Caps for Extrusions: Provided with matching screws
 - a. Plastic (ABS).
 - 1) Color: Black.
 - 5. Mounting:
 - a. Mechanical with all mounting holes predrilled.
- B. Wall Frames - Landscape Series: Extruded Aluminum of the sizes specified. This sign/product includes assembly.
 - 1. Aluminum Frame Finish:
 - a. Custom Colors as selected.
 - 2. Clear cover for extrusion polycarbonate, glossy one side, non-glare one side.
 - 3. End Caps for Extrusions: Provided with matching screws
 - a. Plastic (ABS).
 - 1) Color: Black.
 - 4. Mounting:
 - a. Mechanical with all mounting holes predrilled.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

3.2 INSTALLATION

- A. Install signs after surfaces are finished, in locations as directed by Owner.
- B. Locate sign on wall surface, level.

3.3 SCHEDULES

- A. In addition to the following, provide 4 evacuation signs and one directory.

Room Number			Room Name	Signage Room Number/Style			Signage Text
	300		Entry		300	WFP31	Health Center
	301		Waiting		301	WFP31	Waiting
	302		Storage		302	WFP31	Patient Files
	303		Storage		303	WFP31	Patient Files
	304		Admin.		304	WFP31	Reception
	305		Blood Pressure		305	WFP31	Vital Signs
	306		Janitor		306	WFP31	Janitor
	307		Nurse's Office		307	WFP31	Nurse W. Chandler
	308		Toilet		308	WBS32	Toilet
	309		Laboratory		309	WFP31	Laboratory
	310		Doctor's Office		310	WFP31	Office
	311		Closet		311		
	312		Exam		312	WFP31	Exam – 1
	313		Corridor		313		
	314		Toilet		314	WBS32	
	315		Observation		315	WFP31	Observation
	316		Exam		316	WFP31	Exam – 2
	317		Storage		317	WBS32	Storage
	318		Bath		318	WFP31	Sitz Bath
	319		Medication		319	WFP31	Medication
	320		Toilet		320	WBS32	Staff Toilet
	321		Conference		321	WFP31	Conference Room
	322		Stairs		322	WBS32	Staircase

END OF SECTION

SECTION 10 28 00

TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes toilet and bath, accessories.

1.2 SUBMITTALS

- A. Product Data: Submit data on accessories describing size, finish, details of function, attachment methods.
- B. Samples: Submit two samples of each accessory illustrating color and finish.

PART 2 PRODUCTS

2.1 TOILET, BATH AND LAUNDRY ACCESSORIES

- A. Manufacturers:
 - 1. Georgia Pacific.
 - 2. American Specialties, Inc.
 - 3. Bobrick Washroom Accessories.
 - 4. Substitutions: Permitted.

2.2 COMPONENTS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
 - 1. Grind welded joints smooth.
 - 2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.
- B. Furnish keys for each accessory to Owner.

2.3 TOILET ROOM ACCESSORIES

- A. Soap Dispenser: Liquid soap dispenser.
 - 1. Minimum Capacity: 40 ounces.
 - 2. Product: 91180-00 manufactured by Kimberly Clark.
- B. Mirrors:
 - 1. Product: B-165 1824 manufactured by Bobrick (each toilet)

- 2. Product: B-165 2460 Manufactured by Bobrick (each toilet).
- C. Mirrors: Stainless steel framed, 6 mm thick float glass mirror.
 - 1. Size: As indicated in Schedule.
 - 2. Shelf: Stainless steel; gage and finish to match mirror frame, turned down edges, welded to frame; 5 inches deep, full width of mirror.
 - 3. Product: B-293; 18" x 24" manufactured by Bobrick.
- D. Utility Shelf: 1-B-287 (accessible toilet stall).
- E. Grab Bars: Stainless steel, 1-1/2 inches outside diameter, minimum 0.05 inch wall thickness, non-slip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
 - 1. Length: As indicated on schedule.
 - 2. Product: B-6806 manufactured by Bobrick.
- F. Paper Towel Dispenser:
 - 1. Product: 58533 manufactured by Georgia Pacific.
- G. Hat and Coat Hook:
 - 1. Product: B-682 manufactured by Bobrick. Install on bathroom door.
- H. Hat and Coat Hook Strip – 24 inch, quantity of five (5)
 - 1. Product B-232 manufactured by Bobrick. Install as directed by Architect.
- I. Coat Hook: Quantity of three (3).
 - 1. Product B-682 manufactured by Bobrick. Install as directed by Architect.
- J. Toilet Paper Holder
 - 1. Product: 58250 manufactured by Georgia Pacific
- K. Sanitary Napkin Disposal Unit: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.
 - 1. Product: B-254 manufactured by Bobrick (each toilet)
- L. Contractor to verify that bathroom dispenser products match TSU's bulk paper and soap supplies.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify exact location of accessories for installation.

3.2 PREPARATION

- A. Deliver inserts and rough-in frames to site. Provide templates and rough-in measurements.

3.3 INSTALLATION

- A. Install plumb and level, securely and rigidly anchored to substrate.
- B. Mounting Heights and Locations: As indicated on Drawings:

END OF SECTION

SECTION 10 44 00
FIRE PROTECTION SPECIALTIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes fire extinguishers and fire extinguisher cabinets.

1.2 PERFORMANCE REQUIREMENTS

- A. Conform to NFPA 10 requirements for extinguishers.
- B. Provide extinguishers classified and labeled by Underwriters Laboratories Inc., for purpose specified and indicated.
- C. Provide fire extinguisher cabinets classified and labeled by Underwriters Laboratories Inc. for purpose specified and indicated.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate cabinet physical dimensions, rough-in measurements for recessed cabinets, and wall bracket mounted measurements, location, and fire ratings.
- B. Product Data: Submit extinguisher operational features, color, finish, and anchorage details.
- C. Manufacturer's Installation Instructions: Submit special criteria and wall opening coordination requirements.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit test, refill or recharge schedules and re-certification requirements.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Do not install extinguishers when ambient temperatures are capable of freezing extinguisher ingredients.

PART 2 PRODUCTS

2.1 FIRE EXTINGUISHERS

- A. Manufacturers:
 - 1. Larsen's Manufacturing Co. – Model MP10.
 - 2. Grinnell Corp.
 - 3. JL Industries.
 - 4. Substitutions: Permitted.
- B. Dry Chemical Type: With pressure gage; Class ABC, Size 10.
- C. Extinguisher Finish: Red baked enamel.

2.2 FIRE EXTINGUISHER CABINETS

- A. Manufacturers:
 - 1. Larsen's Manufacturing Co. - Model #: 2409-6R for non-rated walls.
 - 2. Grinnell Corp.
 - 3. JL Industries.
 - 4. Substitutions: Permitted.
- B. Metal: Formed sheet steel, primed; 0.036 inch thick base metal.
- C. Configuration: Semi-recessed type.
- D. Trim Type: Returned to wall surface, with 3 ½ inch projection (FS 2409-R4); with 2 ½ inch projection (2409-6R), 1 ¾ inch wide face.
- E. Door: 0.036 inch thick, reinforced for flatness and rigidity; with Larsen-Loc.
- F. Door Glazing: Plastic, clear, 1/8 inch thick acrylic panel.
- G. Cabinet Mounting Hardware: Appropriate to cabinet.
- H. Form cabinet enclosure with right angle inside corners and seams. Form perimeter trim and door stiles.
- I. Pre-drill for anchors.
- J. Hinge doors for 180 degree opening with continuous piano hinge.
- K. Weld, fill, and grind components smooth.
- L. Finishing Cabinet Exterior Trim and Door: White baked enamel.
- M. Finishing Cabinet Interior: Baked white enamel.
- N. Cabinet shall not be lockable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify rough openings for cabinet are correctly sized and located.

3.2 INSTALLATION

- A. Install cabinets plumb and level in wall openings, maximum 48 inches from finished floor to top of fire extinguisher handle.
- B. Secure rigidly in place.
- C. Place extinguishers in cabinets.

END OF SECTION