

INVITATION TO BID

Sealed bids for the following project will be received by the Procurement Manager until 4:00 P.M., Eastern Time, December 18, 2018, and at that time publicly opened in the Council Room, City Hall, 225 W. Center Street, Kingsport, TN. All bids will be considered for award or rejection at a later date.

PROJECT: Protective Glazing for Reception Windows at (10) Schools

Copies of the documents may be obtained by contacting James F. Wright Architect at jfwrightarch49@gmail.com or (423) 341-8823. Copies of bid the documents may also be downloaded from the City of Kingsport website at <https://www.kingsporttn.gov/city-services/purchasing/>

Copies of the Bid documents will also be available for review at the following locations:

Knoxville Builders Exchange
300 Clark Street
Knoxville, TN 37921

AGC Plan Room
249 Neal Drive
Blountville, TN 37617

All questions regarding this project need to be submitted to James F. Wright – Architect via email at jfwrightarch49@gmail.com, by December 11, 2018.

A bid bond or certified check in an amount equal to five percent (5%) of the total of the bid is required. Certified checks should be made payable to City Treasurer, City of Kingsport. The successful bidder will be required to execute acceptable Performance and Payment Bonds in an amount equal to one hundred (100%) percent of the contract price.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1994 (TCA Title 62, Chapter 6). No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a quotation of that part of his classification applying to the bid; the Geothermal, HVAC, Masonry, Plumbing, Mechanical and Electrical subcontractor's license number, each date of the license expiration and that part of each classification applying to the bid if the value of work is \$25,000 or greater; (\$100,000.00 or greater for Masonry) if value of the subcontractor's work is less than \$25,000, (\$100,000.00 for Masonry), the bid envelope is to be indicated with the phrase "Subcontractor's bid is less than \$25,000" (\$100,000.00 for Masonry) after each appropriate heading. If no Subcontractor's are being used, the outside of the envelope must state, "No Subcontractors are being used on this project".

By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted bids may be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of bids. All bids shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 225 W. Center St., Kingsport, TN 37660, and marked "Protective Glazing for Reception Windows at (10) Schools". The City by its governing regulations reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to re-advertise.

PUB IT: 11/18/18

Tilden J. Fleming
City Manager

PROJECT MANUAL

GENERAL CONSTRUCTION

November 2018

**PROTECTIVE GLAZING for
RECEPTION WINDOWS at TEN SCHOOLS**

KINGSPORT CITY SCHOOLS

**400 CLINCHFIELD STREET, STE. 200
KINGSPORT, TENNESSEE 37660**

**ANDREW JACKSON • ELEMENTARY SCHOOL
ANDREW JOHNSON • ELEMENTARY SCHOOL
THOMAS JEFFERSON • ELEMENTARY SCHOOL
JOHN F. KENNEDY • ELEMENTARY SCHOOL
ABRAHAM LINCOLN • ELEMENTARY SCHOOL
THEODORE ROOSEVELT • ELEMENTARY SCHOOL
GEORGE WASHINGTON • ELEMENTARY SCHOOL
ROSS N. ROBINSON • MIDDLE SCHOOL
JOHN SEVIER • MIDDLE SCHOOL
DOBYNS-BENNETT • HIGH SCHOOL CTE BUILDING**

SET NUMBER _____

PROJECT NUMBER • W1801

JAMES F. WRIGHT

ARCHITECT

1332 Delmeade Dr.
Kingsport, Tennessee 37663
423-341-8823

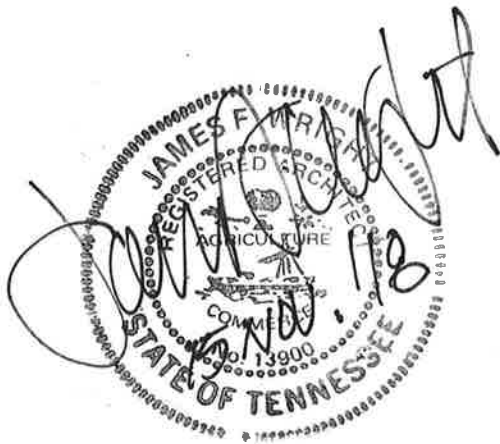
SIGNATURE SHEET

November 2018

I hereby certify that the Project Drawings and Project Manual were prepared by me or under my direct supervision and that I am a duly Registered Architect licensed to practice Architecture in the State of Tennessee.

James F. Wright • Architect

Tennessee License Number 13900



LIST OF CONSULTANTS

ARCHITECT

James F. Wright • Architect
1332 Belmeade Drive
Kingsport, Tennessee 37664

423.341.8823

jfwrightarch49@gmail.com

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Tilden J. Fleming
City Manager

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms that are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any written inquiry received no less than ninety six (96) hours, excluding weekends and legal holidays prior to the bid opening date and time will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Engineer no less than forty eight (48) hours, excluding weekends and legal holidays, prior to the bid opening date and time. In addition, all Addenda will be e-mailed to each person holding Contract Documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all bidders shall be bound by such Addenda, whether or not received by the bidder.

3. INSPECTION OF SITE

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contract, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified if rejecting any claim based on facts regarding which he should have been on notice as a result thereof. Bidders will be given instructions on whom to contact to arrange to see the work area.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. BIDS

- A. All bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including the Drawings, and these

INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the bidder.

- B. Bid Documents including the Bid, the Bid Guarantee and the Compliance Affidavit(s) shall be enclosed in envelopes which shall be sealed and clearly labeled as indicated in the legal advertisement.
- C. The Owner may consider as irregular any Bid on which there is an alternation or departure from the Bid Form hereto attached and at its option may reject the same.
- D. If the Contract is awarded, it will be awarded by the Owner to the lowest, responsible, compliant bidder meeting specifications, to include selected alternative bid items, for the work desired in the best interest and advantage to the Owner. The Contract will require the completion of the work according to the Contract Documents.

6. BID GUARANTY

- A. The bid must be accompanied by a Bid Bond executed by the bidder and a Surety Company authorized to transact business in the State of Tennessee, or a certified check, in the sum of five percent (5%) of the amount of the bid, payable to the order of the City Treasurer, City of Kingsport. The bond or check is required as a guarantee that if the bid is accepted, a Contract will be entered into and the performance of same properly secured within fifteen (15) days after notification of acceptance of the bid.
- B. Revised bids submitted before the opening of bids, whether forwarded by mail or telegram, if representing an increase in excess of 2 percent (2%) of the original bid, must have the Bid Guaranty adjusted accordingly; otherwise the bid will not be considered.
- C. Certified checks of unsuccessful bidders will be returned as soon as practical after the opening of the bids.

7. CONFLICT OF INTEREST, DRUG FREE WORKPLACE AFFIDAVIT, ELIGIBILITY, IRAN DIVESTMENT ACT AFFIDAVIT, NON-COLLUSION AND BACK GROUND CHECK – SCHOOL SYSTEM SUPPLIERS

- A. Each bidder submitting a bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, in the form herein provided, (Compliance Affidavit(s), to verify compliance of these categories.
- B. Before executing any subcontract the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the

form provided herein.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall upon request of the Owner furnish a statement of the bidder's qualifications, his experience record in constructing the type of improvements embraced in the Bid Document, his organization and equipment available for the work contemplated, and, when specifically requested by the Owner, a detailed financial statement.

The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract, and the bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the Contract.

9. UNIT PRICES / LUMP SUM

A. The unit price for each of the several items in the proposal of each bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, except for work not covered in the Drawings and Technical Specifications as provided for hereof.

B. If the bid is a lump sum, the Contractor will submit to the Owner a breakdown of his estimated cost of all work, arranged and itemized as to meet the approval of the Owner. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Owner the unit prices established in the breakdown shall be used in estimating the amount of partial payment to be made to the Contractor.

10. CORRECTIONS

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

11. TIME FOR RECEIVING BIDS

A. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has

arrived, and no bid received thereafter will be considered.

- B. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

12. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will cause to be opened and publicly read aloud every bid received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and post marked prior to the time set for bid opening. The Bid Guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned, when requested by the Bidder.

14. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation for Bids. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- B. The Owner reserves the right to consider as unqualified to do the work of general construction any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this bid document.

15. EXECUTION OF AGREEMENT: PERFORMANCE OF PAYMENT BONDS

- A. Subsequent to the award and within fifteen (15) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "All above, furnish a surety bond in a penal sum not less than the amount of the

Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. All bonds and surety guaranty shall be provided by an agent representing a reputable insurance and bonding company authorized to do business in the State of Tennessee in accordance with the Tennessee Code Annotated.

- C. The failure of the successful bidder to execute such Agreement and to supply the required bond or bonds within fifteen (15) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest, responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising the defaulting bidder shall have no claim against the Owner for a refund.

16. UNIT PRICES /LUMP SUM

Shall include all Federal, State and local taxes, permits and license costs, bond costs and any other cost.

17. SPECIAL INSTRUCTIONS

It is the responsibility of the bidder to insure they have a complete bid document. Clarification will be requested of the Procurement Manager, City of Kingsport, as required.

18. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that applicable Federal, State, County, and City statutes, laws, ordinances, and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full and the successful bidder shall observe and comply with same.

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 3 PAGES)
THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED
WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED
SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

6. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

7. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

10. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

12. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED

BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____

BID ENVELOPE COVER

THIS FORM IS TO BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID

PART 1

ALL BIDDERS MUST COMPLETE THIS SECTION

Project Name: _____

Project Opening Date & Time: _____

Contractor's Licensed Name: _____

Contractor's Address: _____

Contractor's License Number: _____

Contractor's License Expiration Date: _____

Contractor's License Classification: _____

PART 2 - SUBCONTRACTORS

ALL BIDDERS MUST COMPLETE THIS SECTION. IF SUBCONTRACTOR'S BID AMOUNT IS \$25,000 OR MORE FOR (1) ELECTRICAL, (2) PLUMBING, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL OR \$100,000 OR MORE FOR (5) MASONRY. IF THAT PORTION OF THE BID IS LESS THAN \$25,000 FOR ELECTRICAL, PLUMBING, HVAC OR GEOTHERMAL ENTER "NONE" IN THE NAME SPACE FOR THOSE CATEGORIES BELOW. IF THAT PORTION OF THE BID IS LESS THAN \$100,000 FOR MASONRY ENTER "NONE" IN THE NAME SPACE FOR THAT CATEGORY BELOW.

1) Electrical

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

4) Geothermal

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

2) Plumbing

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

5) Masonry

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

3) HVAC

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

GENERAL CONDITIONS

PART I

DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "Contract" means the Contract executed by the Owner and the Contractor, of which these GENERAL CONDITIONS, are a part.
- B. The term "Owner" means the City of Kingsport which is authorized to undertake this Contract.
- C. The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner.
- D. The term "Project Area" means the site of the work.
- E. The term "Engineer" means an individual or designated representative, employed by the Owner, in charge serving the Owner, his successor, or having in charge the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion hereof limited by the particular duties entrusted to him.
- F. The term "Local Government" means the governmental entity within which, the Project Area is situated.
- G. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings and any other sections listed in the Table of Contents or any Addenda.
- H. The term "Drawings" means the drawings provided by the Owner.
- I. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates; the quality of the material to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- J. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.

2. SUPERINTENDENCE BY CONTRACTOR

- A. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Owner, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

3. SUBCONTRACTS

- A. The Contractor shall not execute any agreement with any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form provided within this document and has received written approval of such subcontractor from the Owner.
- B. No proposed subcontractor shall be disapproved by the Owner except for cause.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in the Bid Document.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

4. OTHER CONTRACTS

The Owner may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work to be performed under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

5. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

6. MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

7. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

8. PAYMENTS TO CONTRACTOR

A. Partial Payments

- (1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting: (1) Five percent (5%) of; and (2) The amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- (2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite

the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

B. Final Payment

- (1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner, arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section entitled DISPUTES.
- (2) The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment installed on the Project and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no wise impair the obligations of any surety or sureties furnished under this Contract.
- (3) Withholding of any amount due the Owner under Section entitled "Liquidated Damages", GENERAL CONDITIONS, shall be deducted from the final payment due the Contractor.

C. Withholding Payments

The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the

Owner to withhold any moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

D. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

9. CHANGES IN THE WORK

- A. The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity, of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price, will be valid unless so ordered.
- C. If applicable unit prices are contained in the Agreement (established as a result of either a Unit Price or a Supplemental Schedule of Unit Prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.
- D. If applicable unit prices are not contained in the Agreement the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 - (1) If the proposal is acceptable the Owner will prepare the change order in accordance therewith for acceptance by the Contractor; and
 - (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed

with the work based on actual cost, by keeping a correct account, including all vouchers for:

- (a) Labor, including foreman.
- (b) Materials entering permanently into the work.
- (c) Owner or rental cost of power tools and construction equipment actually used.
- (d) Power and consumable supplies for operation of power equipment.
- (e) Pro-rata charges for insurance covering public liability, Workmen's Compensation, Medicare and unemployment, also Social Security.

To these costs in "a" through "e" above shall be added a fixed fee for combined overhead and profit, not to exceed fifteen percent (15%) of the above items except that actual cost only will be allowed for Social Security, Medicare and unemployment insurance. The allowance for combined overhead and profit thus calculated shall be only such allowance included in the total cost to the Owner.

(3) Each change order shall include in its final form:

- (a) A detailed description of the change in the work.
- (b) The Contractor's proposal, if any, or a conformed copy thereof.
- (c) A definite statement as to the resulting change in the contract price and/or time.
- (d) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

10. CLAIMS FOR EXTRA COST

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost of extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and

work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

- D. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in "Section 9" hereof.

11. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

- A. Termination of Contract. The Owner may terminate this Contract any time by a notice in writing from the Owner to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services of the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

B. Liquidated Damages for Delays.

- (1) The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the NOTICE-TO-PROCEED and shall be fully completed within the time frame accepted by the Local Public Agency as indicated on the Bid Proposal document.
- (2) As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the Local Public Agency the sum of _____ as fixed, agreed and liquidated damages for each calendar day of delay from the above date stipulated for completion, or as modified in accordance with Section – CHANGES IN WORK under GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

- C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Owner;

- (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the Public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight, embargoes, and weather or unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (4) To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs (2) and (3) of this paragraph "C".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days writing of the cause of the delay upon receipt of such notifications the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

12. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools or equipment.

13. DISPUTES

- A. All disputes arising under this Contract or its interpretation, whether involving law or fact or dispute, be presented by the Contractor to the Owner for decision. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner of notice thereof.

- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- C. If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.
- D. If any dispute, claim or question arises under the contract which cannot be settled by the Owner and the Contractor, the parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the parties agree that the dispute shall be subject to nonbinding mediation in accordance with the mediation rules of the American Arbitration Association or similar dispute resolution organization if the parties expressly agree. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Kingsport, Tennessee, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be for a party to file litigation in the state courts for Kingsport, Sullivan County, Tennessee. The exclusive venue and jurisdiction for any such disputes shall be in state courts for Kingsport, Sullivan County, Tennessee. Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort, or statute, against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

14. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

15. SHOP DRAWINGS

- A. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Engineer in two (2) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, re-

submitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment work covered by said shop drawings, etc., until they are approved and no claim by the Contractor for extension of the contract time will be granted by reason of his failure in this respect.

- B. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper re-submission. If any drawings show variations from the requirements of the Contract because of a standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- C. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor, from his responsibility for adherence to the contract or for any error in the drawing and shall in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Owner to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the contract price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Owner under the Contract and surety bond or bonds."

16. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests to the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully the provisions of this Section.

17. MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds of the purpose, where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal" to any particular standard, the Engineer, shall decide the questions of quality.
- B. The Contractor shall furnish to the Owner for approval the manufacturers detailed specifications for all machinery, mechanical, and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.
- C. Machinery, mechanical and other equipment, materials or articles, installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number of symbol of a specific standard, such as an A.S-T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- E. The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner may deem incompetent, or careless, or insubordinate.

18. SAMPLES, CERTIFICATES, AND TESTS

- A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label with the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the

product, its place or origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner's rights to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Owner will pay all other expenses.

19. PERMITS AND CODES

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the local government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for: compliance with applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that

such installation is on compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- B. The Contractor shall at his own expense, secure and pay to the appropriate department of the local government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

20. CARE OF WORK

- A. Preservation of Existing Vegetation. Take reasonable care during construction to avoid damage to vegetation. Where the area to be excavated is occupied – be trees, brush, or other uncultivated vegetable growth – clear such growth from the area, and dispose of it in a satisfactory manner. Leave undisturbed any trees, cultivated shrubs, flowers, etc., situated within public rights-of-way and/or easements through private property but not located directly within excavation limits. Transplant small ornamental trees, cultivated shrubs, flowers, etc., located directly within excavation limits so they may be replaced during property restoration operations. Do not remove or disturb any tree larger than six inches (6") in diameter without the permission of the A/E. Take special precautions (including the provision of barricades and the temporary tying back of shrubbery and tree branches) for the protection and preservation of such object throughout all stages of construction; the Contractor will be held liable for any damage that may result to said objects from excavation or construction operations. Trim any limbs or branches of trees broken during construction operations with a clean cut, and paint with an approved tree-pruning compound. Treat tree trunks receiving damage from equipment with a tree dressing.
- B. Pre-blast Survey. The Contractor shall conduct a pre-blast survey of the Surrounding structures within a minimum of 300' of any blasting operation and document condition before any blasting begins. The documentation will include written descriptions, photographs of the structures, and measures of obvious signs of structural distress such as cracks. NOTE: These are minimum acceptable limits and bidding Contractors may exceed these limits for his own liability.

- C. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- D. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in Section "9" hereof.
- E. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- F. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in the Contract. The Contractor shall be responsible for the giving of any and all notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral damages on account support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

21. ACCIDENT PREVENTION

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional as necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall defend, indemnify and save harmless the Owner from any and all claims and suits for damages resulting from property damage, personal injury and/or death suffered or alleged to have suffered by any person or property arising out of any work conducted under this Contract caused by the acts or omissions of the Contractor, its agent, employees or subcontractors, excepting bodily injury or property damage caused by the sole negligence of the Owner, its agents or employees.

22. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

23. USE OF PREMISES

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings as prescribed by ordinances or permits, or as may be desired by the Owner and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the local government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

24. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work. The site of the work will be subject to prior approval of the Owner and existing State and local regulations.

25. INSPECTION

- A. All materials and workmanship shall be subject to inspection, examinations, or test by the Owner at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with materials of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

The Contractor shall furnish promptly all materials reasonably for any tests which may be required. All tests by the Owner will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

- B. The Contractor shall notify the Owner sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such is found to be defective in any important or essential respect due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent (15%) of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- C. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards: (1) Latent defects; (2) Departures from specific requirements of the

Contract; (3) Damage of loss in transit; or (4) Fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

- D. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

26. REVIEW BY OWNER

The Owner, its authorized representatives and agents, will at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

27. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives or each department of the local government having in charge, improvements of like character when such Improvements are later to be accepted by the local government.

28. DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

29. INSURANCE

- A. Supplement as follows:

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance of the subcontractor has been so obtained and approved.

The successful Contractor will furnish the Owner with Certificates of Insurance or policies and maintain the following insurance in such form as shall be satisfactory to the Owner. All Certificates of Insurance and policies shall contain the following clause:

“The insurance covered by this Certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner.”

B. Workmen’s Compensation – Which shall provide protection against any liability imposed by the Workmen’s Compensation law of the state in which the work is performed.

C. Comprehensive General Public Liability – Such insurance shall be in at least the following amounts:

Bodily Injury with limits of \$500,000/\$1,000,000 Property Damage with limits of \$500,000/\$1,000,000

D. Comprehensive Automobile Liability:

Bodily Injury - \$500,000/\$1,000,000
Property Damage - \$500,000/\$1,000,000

E. Owner’s Liability – Contractor hereby agrees to indemnify and save harmless the Owner from all claims and suits for injury or destruction of property and from all expenses in defending said claims and suits, including court costs, attorney’s fees and other expenses caused in anyway by the acts or omissions of the Contractor or the Contractor’s agents, employees or subcontractors during or in connection with said work, excepting on the property damage and bodily injury or death caused by the sole negligence of the Owner, its agents or employees. Limits will be as follows:

Bodily Injury - \$500,000/\$1,000,000
Property Damage - \$500,000/\$1,000,000

Contractor shall provide in the name of the Owner, Owner’s and Contractor’s Protective Liability Insurance in amounts as designated in paragraph “D” above.

F. Builder’s Risk Insurance (Fire and Extended Coverage) – Vandalism and Malicious Mischief: On a 100% Completed Value Basis on the insurable portions of the project, if needed.

30. PATENTS

The Contractor shall hold and save the Owner, its officers and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

31. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenance constructed or placed thereon by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

32. GENERAL GUARANTY

Neither the final certificate or payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

33. INTEREST OF MEMBERS OF THE CITY

No member of the Owner and no other officer, employee, or agent of the Owner, who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

34. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom when Federal funding is involved.

SPECIAL CONDITIONS

1. THE PROJECT SITE

The Project Area for this document hereof consists of the area as shown on the drawings or elsewhere within this document.

2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the NOTICE TO PROCEED and shall be fully completed within time frame accepted by Owner and stated in the Contract.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of [REDACTED] as fixed, agreed and liquidated damages for each calendar day of delay from the above date stipulated for completion, or as modified in accordance with Section "Changes in Work" under GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

5. COMMUNICATIONS

A. Written Requests by the City Engineer – Failure by the Contractor to comply with written requests by the City Engineer shall be a direct violation of his Contract and no further progress payments will be made by the City until such time as those requests are satisfied. The Engineer shall in all cases determine the amount,

quality, acceptability, and fitness of the several kinds of finished work and materials which are to be paid for hereunder, shall decide all questions which may arise as to fulfillment of this Contract on the part of the Contractor, and the Engineer interpretation of the Contract and the Engineer's determination and decision thereon shall be final and conclusive; such determinations and decisions, in case any questions arises, shall be a condition precedent to the Contractor's right to receive any money hereunder.

- B. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- C. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or is deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transportation, in each case addressed to such office.
- D. All pages required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the following:

City of Kingsport
225 W. Center Street
Kingsport, TN 37660

And any notice to demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other addresses as the Owner may specify in writing to the Contractor for such purpose.

- E. Any such notice shall be deemed to have been given as to the time of actual delivery or (in the case of mailing) or in the case of telegrams, at the time of actual receipt, as the case may be.

6. JOB OFFICES

- A. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Owner shall be consulted with regard to locations.

SPECIAL CONDITIONS

1. THE PROJECT SITE

The Project Area for this document hereof consists of the area as shown on the drawings or elsewhere within this document.

2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the NOTICE TO PROCEED and shall be fully completed within time frame accepted by Owner and stated in the Contract.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of _____ as fixed, agreed and liquidated damages for each calendar day of delay from the above date stipulated for completion, or as modified in accordance with Section "Changes in Work" under GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

5. COMMUNICATIONS

- A. Written Requests by the City Engineer – Failure by the Contractor to comply with written requests by the City Engineer shall be a direct violation of his Contract and no further progress payments will be made by the City until such time as those requests are satisfied. The Engineer shall in all cases determine the amount,

- B. Upon completion of the Improvements, or as directed by the Owner, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.

7. PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonable safe, fit and convenient, for the use and accommodation for which it was intended provided:

- A. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor;
- B. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections;
- C. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship;
- D. The period of guarantee stipulated in the Section "General Guaranty" under GENERAL CONDITIONS, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

8. WORK BY OTHERS

- A. It is the responsibility of this Contractor to coordinate his schedule, layout of work and construction operations, with the Engineer and/or this Contractor.
- B. It shall be the responsibility of this Contractor to coordinate his operations with the various other affected Contractors, departments or others, or their Contractors, through the Owner, who will make all formal requests to other Contractors or the departments for installation, removal, relocation or adjustment of facilities. Any such requests by the Contractor or subcontractor not made as above directed, shall make him liable for the work performed in response to such request.
- C. In the case of the installation of underground utilities in new roadbeds (water, sewer, gas, street lighting, telephone circuits), the Contractor shall make available

substantial sections of the completed sub-grade for the installation of said utilities and allow sufficient time for their installation prior to commencement of paving operations, and the coordination of such work will be as directed in Paragraph "C" above, NO PAVING WORK SHALL BE DONE WITHOUT THE EXPRESS CONSENT IN WRITING OF THE ENGINEER.

9. ADJUSTMENT OF UTILITIES

The adjustment of all utility castings, manholes, valve boxes and sanitary sewers and water line to finish grade shall be the responsibility of this Contractor.

10. MAINTAINING TRAFFIC

- A. One lane of traffic shall be free for travel at all times and maintained with all safety regulations as required by the Tennessee Manual on Uniform Traffic Control Devices for Streets and Highways – Traffic Engineering Division – latest edition.
- B. The operations under this Contract shall be scheduled and conducted in such a manner and sequence as to cause the least practicable interference with the traveling public, fire protection service and public utility service.
- C. Proposed schedules which require the complete closing of a public street will be submitted in writing to the Engineer, and shall state the estimated duration of the closure. Said street shall not be closed until approval is granted.
- D. The Contractor shall provide sufficient signs, (warning and detour), barricades, flares and flagmen as set forth in MTUD, TDOT to properly safeguard the public, and in the event this is not done after direct instructions from the Engineer, the Owner shall have the right to provide the necessary item and deduct the expense of same from payment due the Contractor.
- E. The Contractor's responsibility for maintaining traffic on each particular street shall cease with acceptance of the Contractor's work on that street.

11. CONTRACT DOCUMENTS AND WORKING DRAWINGS

The Owner will furnish the Contractor without charge three (3) copies of the Contract Documents, including Technical Specifications and working Drawings. Additional copies requested by the Contractor will be furnished at cost.

12. LAYOUT OF WORK

The Engineer shall provide field location and grade staking as follows:

- A. For sanitary sewer projects, the Engineer shall provide stakes at the centerline of all manholes and two offset stakes with grades for each manhole. Benchmarks will be provided as deemed necessary by the Engineer.
- B. For storm sewer projects, the Engineer shall provide stakes at the centerline of all manholes or catch basins, and two offset stakes with grades for each manhole or catch basin. Benchmarks will be provided as deemed necessary by the Engineer.
- C. For road improvement projects, the Engineer shall provide benchmarks as deemed necessary.
- D. For site grading, the Engineer will not provide staking. Benchmarks shall be provided as deemed necessary by the Engineer.
- E. Engineer's cost to restaking due to the Contractor's error or neglect shall be charged to the Contractor. Restaking due to alignment or grade changes made by the Engineer shall be furnished without cost.

13. TEST TO BE FURNISHED

The Contractor will furnish the Owner with copies of all routine mill and quality control tests requested without cost to the Owner.

BID FORM

To: Procurement Manager
City of Kingsport
Kingsport, Tennessee 37660

Reference: **Protective Glazing for Reception Windows at Ten Schools**

Gentlemen:

I have received the construction Documents for the project referenced above as prepared by James F. Wright · Architect. I also acknowledge receipt of Addenda Nos. _____, and have included their provisions in my bid. Having examined these Documents, visited the site and being familiar with all requirements to complete the work in strict accordance with the Drawings and Project Manual, I submit the following Bid:

BASIC BID

I will complete all work scheduled at the Ten Schools indicated for the Lump Sum of:

_____ Dollars (\$_____).

BID SECURITY

I have attached to this Bid, Bid Security in the amount five percent (5%) of the Bid.

PERFORMANCE & PAYMENT BONDS

I have included in the Lump Sum Basic Bid the cost of 100% Performance & Payment Bonds for any Bid totaling \$50,000.00 or more.

AFFIDAVITS

I have attached to my Bid, Affidavits which comply with the following:

- A. CONFLICT OF INTEREST
- B. DRUG FREE WORKPLACE REQUIREMENTS
- C. ELIGIBILITY
- D. GENERAL
- E. IRAN DIVESTMENT ACT
- F. NON-COLLUSION
- G. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS

BIDDERS QUALIFICATION STATEMENT

If requested, I will provide a completed copy of this Statement.

BID ENVELOPE COVER

I have filled out this Form and firmly attached it to the outside of the envelope containing this Bid.

AGREEMENTS

In submitting this Bid, I agree to:

1. Hold my Bid open for sixty (60) days after the Bid date.
2. The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or parties in interest.
3. To have a drug free workplace program in place that complies with Title 50, Chapter 9 of the Code of Tennessee.
4. Enter into and execute a Contract, if awarded on the basis of this Bid, and to furnish Guarantee Bonds in accordance with the General Conditions.
5. Accomplish the work in accordance with the Contract Documents.
6. **Commence work immediately upon a Notice to Proceed and fully complete all work indicated within _____ Calendar Days.**

NOTE: If a Corporation, Bid must be signed by a person authorized by the Corporation Bylaws to bind it into a Contract.

Name of Firm: _____

Signed by: _____

Date: _____

TN License No: _____

Classification: _____

Expiration: _____

END OF BID FORM

C O N T R A C T

This Contract, made and entered into on this the _____, by and between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Tennessee, with situs in Sullivan County, Tennessee, hereinafter referred to as the City, and _____, hereinafter referred to as the Contractor.

W I T N E S S E T H:

WHEREAS, the City has taken all steps required by law for the construction of certain improvements, to-wit:

all in a proper and workman like manner as set forth herein; and has advertised, requested and received bids, as required by law, which bids, being sealed, were opened on the _____; and the City, by its Board of Mayor and Aldermen, rejected all other bids or proposals, and accepted the proposal or bid of the Contractor herein, all of which is set forth in the minutes of said meeting, to which reference is here made.

NOW, THEREFORE, in consideration of the promises, and for the further considerations hereinafter mentioned, this Contract is hereby mutually understood and agreed to by and between the parties hereto for themselves, their personal representatives, successors and/or assigns.

SECTION 1. SCOPE OF THE CONTRACT. The Contractor shall furnish all the materials and will perform all the work as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part hereof, as it is fully copied and contained herein:

1. Bids Wanted as published in the "Kingsport Times-News" on _____.
2. Specifications on file in the office of the City Manager and previously sent to the Contractor.

The Contractor shall defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to person or property arising out of the performance of this Contract, caused by the acts or omissions of the Contractor, its agents, employees or sub-Contractors, excepting bodily injury or property damage caused by the sole negligence of the City of Kingsport, its agents or employees.

SECTION 2. TIME OF COMPLETION. The work to be performed under this Contract shall be commenced within _____ calendar days after Notice of Acceptance and will be completed within _____ calendar days.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of _____ is an estimated total cost, based upon the number of units required for the completion of this improvement and in the event there is any variation in the units actually required in the

performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of _____ is subject to being increased in the event the units required for this improvement are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

SECTION 4. METHOD OF PAYMENT.

A. PARTIAL PAYMENTS. On or before the fifteenth day of each calendar month, the City shall make partial payments to the Contractor on the basis of a duly certified and approved estimate by the Contractor of the work satisfactorily executed and in place during the preceding calendar month, less five percent (5%) of such estimate, which five percent (5%) is to be retained by the City until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the City.

Estimates may at any time be withheld or reduced if, in the opinion of the City, the work is not proceeding in accordance with the provision of the Contract. Ordinarily, estimates by the Contractor will be made at the end of each calendar month, and partial payments within fifteen days thereafter.

B. FINAL PAYMENT. The Contractor shall, within _____ after completion of this Contract, prepare a statement of the total cost of the work done hereunder, and the City shall pay the entire sum so found to be due hereunder, after deducting herefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of this Contract. All prior partial payments and estimates shall be subject to correction in the statement of "Total Cost".

The Contractor obligates and binds himself for the payment of all bills incurred for the purchase of materials, equipment, tools, supplies and labor necessary for the construction of any and all of the improvements, and before final payment shall be due and payable, and as an express condition precedent thereto, the Contractor shall furnish the City satisfactory evidence showing that all bills for labor and material have been paid in full.

SECTION 5. BOND. The Contractor obligates and binds himself, his successors and assigns, to pay all bills incurred for the purchase of materials, tools, supplies and labor necessary for the full performance of this Contract, and covenants to and with the City, to execute on behalf of the City, surety bonds MARKED "A" and "B" made a part hereof, and reference is made to said two exhibits "A" and "B", which shall at all times during the life of this Contract guarantee the full and faithful performance of all the terms, conditions and covenants of this Contract together with the full and final payment and satisfaction of all obligations and bills incurred by the Contractor.

Bonds "A" and "B" shall be written by an agent representing some reputable insurance and bonding company authorized to do business in the State of Tennessee subject to approval by the City Attorney, City of Kingsport.

SECTION 6. INSURANCE. The Contractor aforesaid shall at all times keep in full force and effect, during the life of this Contract, Worker's Compensation Insurance in accordance with Title 50, Tennessee Code Annotated and all Amendatory Acts thereto, covering all of the employees during the progress of said construction work, and to furnish the City satisfactory evidence that he has in full force and effect such insurance on all of his employees used in the execution and carrying out the work under this Contract. Also, the Contractor shall have comprehensive general public liability insurance in amounts acceptable to the City. The Contractor will furnish comprehensive automobile liability insurance and furnish the City with certificates of insurance or policies and maintain the insurance in such form as shall be satisfactory to the City. The Contractor shall obtain and maintain Owners liability insurance specifically naming City as the insured to defend, indemnify and save harmless the City from any and all claims and suits for injury to persons, including death, or property damage arising out of the performance of the Contract caused in any way by the acts or omissions of the Contractor or the Contractor's agents, employees, or sub-Contractors during or in connection with the Contract work, excepting bodily injury or death or property damage caused by the sole negligence of the City, its agents or employees.

SECTION 7. SAFEGUARDS. The Contractor shall at all times during the progress and execution of said work to be done under the terms of this Contract, furnish and maintain all necessary signals and signs, safeguards and warning in, near and upon the place where said work is being done, so as to protect and prevent the public from being injured in any way or manner by reason of the construction of said improvements or work done in connection with and under the terms and provisions of this Contract.

IN WITNESS whereof the parties by their authorized agents have executed this contract.

CITY OF KINGSPORT, TENNESSEE
BY: _____

ATTEST:

RECORDER

APPROVED AS TO FORM: _____

CITY ATTORNEY

(REVISED 08/18/14)

PERFORMANCE BOND

BOND "A"

STATE OF _____
COUNTY OF _____

We, _____ (herein called the
"Contractor"), as Principal, and _____
do hereby acknowledge ourselves indebted and firmly bound and held unto the City of Kingsport, Tennessee,
(hereinafter called the "Owner"), a Municipal Corporation existing under and by virtue of the laws of Tennessee, for
the use and benefit of those entitled thereto, in the sum of _____
(\$ _____) dollars, for the payment of which well and truly to be made in lawful money of
the United States, we do hereby bind ourselves, our successors and assigns, heirs and personal representatives.

BUT THE CONDITION OF THE FOLLOWING OBLIGATION OR BOND IS THIS WHEREAS, the
Owner has engaged the said Contractor, for the sum of
_____ (\$ _____) to construct the
following improvements, to wit:

as more fully appears in a written agreement bearing the date of _____, a copy of
which said agreement or contract is by reference hereby made a part of hereof, and it is the desire of the said Owner
that the said Contractor shall assure all undertakings under said agreement or contract, and shall assure and protect
all laborers and furnishers of material on said work as provided by Chapter 182 of the Acts of the General Assembly
of Tennessee of 1899, and any and all amendments thereto, including, without being limited to, Chapter 121 of the
Public Acts of 1923, and Chapter 121 of the Public Acts of 1925, all of which were codified and re-enacted in
Sections 7955 to 7959, inclusive, of the Code of Tennessee of 1932, and also in dependently of said statutes.

NOW, THEREFORE, if the said Contractor shall fully and faithfully perform all the undertakings and
obligations under the said agreement or contract hereinabove referred to and shall fully indemnify and save harmless
the said Owner from any and all outlay and expense which it may incur in making good any default, and shall fully
pay all the labor, material and work used by said Contractor or 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 said agreement or contract or in the work to be performed thereunder or the specifications or
drawings accompanying the same shall in any wise affect the obligations under this obligation or bond, and notice is
hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract
or to the work or to specifications.

In witness whereof the said Contractor has hereunto affixed its signature and said surety has hereunto
caused to be affixed its corporate signature and seal, by its duly authorized officers on this the _____ day of

WITNESS:

PRINCIPAL

TITLE

WITNESS:

SURETY

BY: _____
ATTORNEY-IN-FACT

APPROVED AS TO FORM:

CITY ATTORNEY

C-4

(REVISED 05/16/00)

PAYMENT BOND

BOND "B"

STATE OF _____
COUNTY OF _____

WE, KNOW ALL MEN BY THESE PRESENTS THAT:
_____, General Contractor, principal, and _____, as Surety, are held and firmly bound unto the City of Kingsport, Tennessee, and John Clark, Jennifer Axsom Adler, Joe Begley, Betsy Cooper, Colette George, Mike McIntire, and Tommy Olterman, members of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, and Tilden J. Fleming, City Manager of said City, the persons having charge of letting of contract for the construction of certain improvements, to wit:

_____ in the penalty of _____
for the payment of which we bind ourselves, our several personal representatives and assigns, jointly, and individually, by these presents.

WITNESS our hands and seals on this _____ day of _____, _____

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT: WHEREAS, General Contractor, who entered into an Agreement with the City of Kingsport, Tennessee, dated the _____ for the furnishing of all materials, equipment, tools, supplies and labor for the construction of certain improvements as set out in said agreement, which is incorporated herein by reference as if copies in full herein, and if the said principal, as Contractor, shall well, fully and truly perform all of the provisions of said agreement on his part and shall pay for all materials, equipment, tools, supplies and labor so used in the performance of said contract in lawful money of the United States and will furnish to the City satisfactory evidence of the fact of such payments therefore, and that no lien is claimed against the property of said City in which the same are incorporated, and/or furnish the City Manager with waivers of any liens that might exist therefore, then this obligation to be null and void; otherwise, to remain in full force and effect.

It is understood and agreed that this bond is executed in compliance with the provisions of, but not limited to, Chapter 182 of the Acts of the General Assembly of Tennessee for 1899, and/or any and all Acts amendatory thereof.

And, for value received, it is hereby stipulated and agreed by the surety that no change, extension of time, alteration or addition to the term of said agreement or contract or in the work to be performed thereunder or the contract documents accompanying the same shall in any wise affect the obligations and liabilities under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract, the contract documents or to the work.

WITNESS THE SIGNATURES OF THE Principal and Surety on this the _____ day of _____, _____

WITNESS:

WITNESS:

PRINCIPAL

TITLE

SURETY

BY: _____
ATTORNEY-IN-FACT

APPROVED AS TO FORM:

CITY ATTORNEY

(REVISED 06/15/17)

TO OWNER:

PROJECT:

FROM CONTRACTOR:

VIA ARCHITECT:

APPLICATION NO.: ☐ OWNER
 PERIOD TO: ☐ ARCHITECT
 PROJECT NOS.: ☐ CONTRACTOR
 CONTRACT DATE: ☐

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE \$ _____
 (Column G on G703)
5. RETAINAGE:
 - a. _____ % of Completed Work
 (Columns D + E on G703) \$ _____
 - b. _____ % of Stored Material
 (Column F on G703) \$ _____
- Total Retainage (Line 5a + 5b or
 Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____

Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

DATE _____

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO.:

6703-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CITY OF KINGSPORT, TENNESSEE

Contractor's Affidavit and Final Waiver of Lien

Instructions

1. This instrument will not be satisfactory or acceptable unless the following information is included:
 - The "County Of" shall be completed by the contractor's agent and indicate where the form is signed;
 - Company/Business name shall be as stated in signed Agreement/Contract;
 - Project name shall be as stated in signed Agreement/Contract;
 - Contractor's Affidavit and Final Waiver of Lien must be returned with original signatures prior to final payment; and
 - Facsimiles are not accepted.
2. The contractor's agent signature on the waiver should be in accordance with the following:
 - If a partnership, one of the partners must sign and show after his signature the fact that he is a partner;
 - If a corporation signed by an executive office, the official title of such officer being placed after his signature and the corporate seal affixed;
 - A signature by one individual on behalf of another individual will not be accepted unless the waiver is accompanied by power of attorney showing the authority of such individual to sign on behalf of the other individual.

CONTRACTOR'S AFFIDAVIT AND FINAL WAIVER OF LIEN

STATE OF TENNESSEE

COUNTY OF _____

I, _____, being duly sworn, depose and state that I make this Affidavit and Final Waiver of Lien, as agent and on behalf of _____, and that I am fully authorized to do so.

NOW, THEREFORE, for and in consideration of the payment by the City of Kingsport, Tennessee to _____ (hereinafter Contractor) the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, the Contractor, through the undersigned, does hereby forever discharge and release the City of Kingsport, Tennessee from any and all mechanic's liens, claims or demands for payment for and on account of labor and materials furnished and rendered to the construction and arising from the furnishing of labor and materials for the improvement and construction of the following described Project:

The Contractor, through the undersigned, further warrants that it has paid all of its subcontractors, suppliers and materialmen for any and all labor, materials and services rendered in connection with the construction and improvement of the above-described project and that it has complied with all local, state and federal laws applicable to its work on the project. Additionally, the undersigned agrees to indemnify and hold harmless the City of Kingsport, Tennessee from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from any non-payment by the undersigned to any subcontractor, supplier, laborer or materialman to the above-described Project.

Further, the Contractor, through the undersigned warrants that all materials and equipment covered by this payment or used in the above-described Project are free and clear of all liens, claims, security interests and encumbrances.

DATED this _____ day of _____, 20__.

CONTRACTOR

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

NOTE: Original signatures on this form must be returned prior to final payment.
Facsimiles are not accepted.

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

CONTRACTOR,

as set forth in said Surety's bond.

OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)



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G707—1994

INSTRUCTION SHEET

FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA or AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G707, but only for use in connection with a particular project. Further reproductions are prohibited without the express permission of the AIA.

B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

C. COMPLETING THE G707 FORM

GENERAL: The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

LIST OF DRAWINGS

A-0 COVER SHEET

A-1 JACKSON ELEMENTARY SCHOOL

A-2 JOHNSON ELEMENTARY SCHOOL

A-3 JEFFERSON ELEMENTARY SCHOOL

A-4 KENNEDY ELEMENTARY SCHOOL
LINCOLN ELEMENTARY SCHOOL

A-5 ROOSEVELT ELEMENTARY SCHOOL

A-6 WASHINGTON ELEMENTARY SCHOOL

A-7 ROBINSON MIDDLE SCHOOL

A-8 SEVIER MIDDLE SCHOOL

A-9 DOBYNS-BENNETT HIGH SCHOOL
CTE BUILDING

A-10 DETAILS & SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK INCLUDED

A. Briefly and without limiting the scope of work, the project consists of :

1. Removal of the existing Reception Window Glass, including:
 - a. Sliding glass doors and tracks.
2. Installation of new fixed Bullet Resistant Glazing, Deal Tray and Speak-Thru.

1.02 WORK NOT INCLUDED

A. Any item noted on the drawing as "NIC" or "Not in Contract".

1.03 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, incoming general and supplemental conditions and other Division 1 specifications apply to this section.

1.04 USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:

1. Work by others
2. Use of site by the Staff, Students and Public.
3. Ingress to and egress from the building.

B. Arrange for storage space and the delivery of materials and equipment with Owner and Architect before Demolition is started.

C. Restrict demolition operations and storage of materials to areas of the site mutually agreed upon and in such manner as to not block emergency exits and access of firefighting equipment to the building and facilities.

- D. Control and supervise construction vehicular traffic and operation of construction equipment to avoid damage to existing structures and facilities which are to remain in place.

1.05 VERIFICATION OF DIMENSIONS

- A. Dimensions, details, and locations shown on the drawings in reference to existing structures and utilities have been taken from original construction documents. While these are the best data obtainable, they are not guaranteed by the Architect or Owner for accuracy.
- B. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, line levels, or other conditions of limitations at the site and building to avoid construction errors. If any work is performed by the Contractor or by his Subcontractors prior to adequate verification of applicable data, any resultant extra cost adjustment of work to conform to existing limitations shall be borne by the Contractor without reimbursement or compensation by the Owner.

1.06 LAYOUT AND CONTROL POINTS

- A. The initial lines, grades, and dimensions necessary for the location and control of the work under the Contract are shown on the Contract Drawings.
- B. In the event of disagreement between the Contract Documents, the Contractor will obtain written instructions from the Architect before proceeding with the work.

The Contractor shall provide for himself all additional information as may be necessary to begin work and insure proper control of the work until completed. It shall be the Contractor's responsibility to satisfy himself as to the accuracy of all conditions before beginning construction.

- C. If the Contractor has knowledge of or reason to believe the likelihood of failure, he will transmit such knowledge to the Architect, and ask for written instructions before proceeding with the work.

1.07 BUILDING PRODUCTS USE

- A. It is the responsibility of the contractor to inform himself concerning the application of the products he uses to follow the directions of the manufacturer.

- B. In the event of disagreement between the Contract Documents and the manufacturer's directions, the Contractor will obtain written instructions from the Architect before proceeding with the installation.

PART 2	PRODUCTS	(Not Used)
PART 3	EXECUTION	(Not Used)

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Schedule of Values
- B. Applications for Payment

1.02 RELATED SECTIONS

- A. General Conditions
- B. Special Conditions
- C. Section 01300 – Submittals: Schedule of Values
- D. Section 01600 – Material and Equipment: Product: Product Substitutions

1.03 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G73 – Application and Certificate for Payment Continuation Sheet.
- B. Submit Schedule of Values in duplicate within 20 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds, and insurance.
- D. Include separately from each line item, a directly proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.04 APPLICATION FOR PAYMENT

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

END OF SECTION

Section 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination
- B. Field Engineering
- C. Cutting and Patching
- D. Preconstruction Conference
- E. Progress Meetings

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of work.
- B. Verify that effected utilities have been disconnected.
- C. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.
- D. Coordinate location of security fencing traffic barriers with Owner and Architect before installation.

1.03 FIELD ENGINEERING

- A. Provide field engineering services as required.

1.04 CUTTING AND PATCHING

- A. Employ skilled and experienced workers to perform cutting and removing structural members embedded in buildings which are to remain.
- B. Submit written request in advance of cutting altering elements which affects:
 - 1. Structural integrity of element

2. Integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight-exposed elements.
- C. Execute work by methods which will avoid damage to existing structures which are to remain.
 - D. Identify any hazardous substance or condition exposed during the Work to the Architect/Engineer for decision or remedy.
 - E. Maintain integrity of existing fire and/or smoke rated walls, floors, ceilings, and sprinkler systems.

1.05 PRECONSRUCTION MEETING

- A. A Pre-Construction meeting must be scheduled before starting work, at a time convenient to the Owner and Architect, but no later than 10 days after execution of the Agreement.
- B. Attendance Required: Owner, Architect, and Contractor.
- c. Record meeting notes and distribute to all parties concerned.

1.06 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Attendance Required: Job Superintendent, Owner, Architect, Engineer, as appropriate to agenda topics for each meeting.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

COORDINATION AND MEETINGS

01039

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Codes, Standards, and Regulations

1.02 REFERENCES

- A. Where Codes and Standards are references in the specific or on the drawings, it is the intention that these be the latest edition adopted by the governing agency under whose jurisdiction the project is to be governed. The latest edition shall be the edition in effect on the date approval is granted for work to begin.

1.03 CODES

- A. Work shall conform to the requirements of the Uniform Building Code, codes adopted by the City of Kingsport and State of Tennessee.

1.04 REGULATIONS

- A. Comply with governing EPA Notification Regulations before starting demolition.
- B. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Comply with OSHA Regulations regarding safety requirements.
- D. Comply will all other applicable Standards & Regulations regarding removal and disposal of asbestos containing materials (ACM).

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Shop drawings.
- E. Product data.
- F. **Not used**
- G. Manufacturers' instructions.
- H. Manufacturers' certificates.

1.02 RELATED SECTIONS

- A. Section 01019 – Contract Considerations: Schedule of Values.
- B. NOT USED
- C. Section 01700 – Contract Closeout: Contract warranty and manufacturers' certificates and closeout submittals.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

SUBMITTALS

01300 – 1

- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and Coordination of information, is in accordance with the requirements of the Work and Contract Documents. No submittals will be accepted by the Architect without Contractors prior review.
- E. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submissions of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 20 days after date of Owner-Contractor Agreement for Architect/Engineer review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated and/or horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

1.05 PROPOSED PRODUCTS LIST

- A. Within 21 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

- A. Shop drawings as required by individual specification sections will be submitted directly to the contractor.
 - 1. Submit number of sets contractor requires plus two (2) copies which will be retained by the Architect and his consultant where applicable.
- B. Upon completion of Architect's Review, Contractor will distribute shop drawings in accordance with Procedures indicated above and for Record Documents described in Section 01700.

1.07 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect/Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 – Contract Closeout.

1.08 SAMPLES Not required for this project

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect/ Engineer's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples specified in individual specification Sections; one of which will be retained by Architect/Engineer.

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

1.09 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, 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.
- C. Certificates may be recent or previous test results on material or Products, but must be acceptable to Architect/Engineer.

1.11 EXECUTION

A. CONTRACTOR'S REVIEW

Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number. Specification Section title and number, name of reviewer, date of Contractor's approval; and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

B. ARCHITECT'S ACTION

General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, stamp being self-explanatory:

Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

Submittals not required by Contract Documents will not be reviewed and may be discarded.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 ASBESTOS

- A. No asbestos containing materials or products shall be incorporated into the project. All products and materials shall be 100% asbestos free.
- B. The intent of the Contract Documents is to exclude all materials and products which contain asbestos in any form or amount. In study the Contract Documents and at any time during execution of the Work, the Contractor shall at once report to the Designer any asbestos containing materials or products that he may discover. Do not proceed with installation of asbestos containing materials or products.
- C. Where products are specified by reference standard or in descriptive manner without manufacturer's name, model number or trade name, Contractor shall select materials or products meeting specified requirements which do not contain asbestos in any form or amount.
- D. In making requests for substitutions, Contractor shall be responsible for determining that materials and products requested for substitution are 100% free of asbestos in any form.

END OF SECTION

SECTION 01700

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination and acceptance of existing conditions.
- B. Demolition scope.
- C. Correction of the Work.

1.02 Examination and acceptance of existing condition.

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Acceptance of Conditions: The Contractor assumes responsibility for identifying all existing conditions which may affect proceedings before beginning work.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities utilized or occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

Notify Architect and Owner not less than two (2) days in advance of proposed utility interruptions.

Do not proceed with utility interruptions without Architect's written permission.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Document, submit a request for information to Architect. Include a detailed description of problem encountered, together with the recommendations for changing the Contract Documents.

1.03 DEMOLITION SCOPE

- A. Verification: Before proceeding with the Work, verify scope shown on Drawings. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage an experienced technician to lay out the Work.

1.04 CORRECTION OF THE WORK

- A. Repair damage to existing structures and appurtenances that were directly caused by Alteration operations. Coordinate repair requirements with Architect.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work Included: Throughout the construction period, maintain the building and site in a standard of cleanliness as described in this section.
- B. Related Work Described Elsewhere: In addition to standards described in this section, comply with all requirements for cleaning up as described in various other sections of these specifications.

1.02 QUALITY ASSURANCE

- A. Inspection: Conduct daily inspection, and more often if necessary to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to the standards described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

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

2.02 COMPATIBILITY

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

PART 3 EXECUTION

3.01 PROGRESS CLEANING

- A. General:

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this work.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.

B. Job Site:

1. Daily, and more often if necessary, inspect the job site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Maintain the job site in a neat and orderly condition at all times to the approval of the Architect.

3.02 FINAL CLEANING

- A. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.01 above.
- C. Timing: Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean project.

3.03 CLEANING DURING OWNER'S OCCUPANCY

- A. The project may be occupied during construction. Maintain a clean, safe work site as required to protect students, parents, faculty and visitors at all times.

END OF SECTION

SECTION 01710

PROJECT CLOSEOUT

PART 1 GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Work Included: Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications Sections, apply to work of this section.
- B. Includes General Requirements near end of Contract, preparation for Final Acceptance, Final Payment, termination of contract and similar actions evidencing completion of the work.
- C. Comply with all requirements of the General Conditions and the remainder of the Contract Documents.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Prior to requesting Architect's inspection for certification Substantial completion, complete the following and list known exceptions in request:
 - 1. In Progress Payment Request, coincident with or first following date claimed, show either 100% completion for portion of work claimed as "Substantially complete", or list incomplete items, value of incompleteness, and reasons for being incomplete.
 - 2. Include supporting documentation for completion as indicated in these Contract Documents.
 - 3. Advise Owner of pending insurance change over requirements.
 - 4. Submit specific Warranties, Workmanship/Maintenance Bonds, Maintenance Agreements, Final Certifications and similar documents.
 - 5. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including (where required) Occupancy Permits, Operating Certificates, Fire Marshall Approval, and Similar Releases.

6. Submit Record Drawings, Maintenance Manuals, Final Project Photographs, Damage or Settlement Survey, Property Survey, and similar final record information.
7. Complete final cleaning up requirements, including touch up painting of marred surfaces.
8. Touch up and otherwise repair and restore marred exposed finishes.

1.03 INSPECTION PROCEDURES

- A. Upon receipt of Contractor's request, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of Substantial Completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "Punch List" for Final Acceptance.

1.04 PREREQUISITES TO FINAL ACCEPTANCE

- A. General: Prior to requesting Architect's Final Inspection for certification of Final Acceptance and Final Payment, as required by General Conditions, complete the following and list known exceptions (if any) in request:
 1. Submit Final Payment Request with final releases and supporting documentation not previously submitted, and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
 3. Submit certified copy of Architect's Final Punch List of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect.
 4. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the work.

5. Submit three (3) Notarized copies of each AIA Document G707 Consent of Surety to Final Payment, AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706A Contractor's Affidavit of Release of Liens from General Contractor and all major Subcontractors and major Material Suppliers, Warranty Statements from General Contractor and all Major Subcontractors and material Suppliers, and three (3) Close Out Documents/Maintenance Manuals from this project.
 6. Revise and submit evident of final continuing insurance coverage complying insurance requirements.
- B. Reinspection Procedure: Upon receipt of Contractor's notice that the work has been completed, including Punch List items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Architect will reinspect the work. Upon completion of Reinspection, Architect will either prepare certificate of Final Acceptance or advise Contractor of work not completed or obligations not fulfilled as required for Final Acceptance, if necessary, procedure will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS

- A. Record Drawings: Maintain a white print set (blue line or black line) of Contract Drawings and Shop Drawings in clean undamaged condition with mark up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately record a cross-reference at corresponding location on working drawings. Mark with red erasable pencil, and where feasible, use other colors to distinguish between variations in separate categories of work. Mark up new information which is recognized on either Contract Drawings or Shop Drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date.

Note related Change Order numbers where applicable. Organize record drawings sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.

- B. Record Specifications: Maintain one copy of specifications, including Addenda, Change Orders and similar modifications issued in printed form during construction, and mark up variations (of substance) in actual work in comparison with text of specifications and modifications as issued.

- C. Record Product Data: Maintain one copy of each product Data Submittal, and mark up significant variations in actual work in comparison with submitted information.
- D. Maintenance Manuals: Organize maintenance and operating manual information into suitable sets of manageable size and bind into three (3) individual binders properly identified and indexed (thumb tabbed). Include Emergency Instructions, Spare Parts Listing, Copies of Warranties, Wiring Diagrams, recommended "Turn Around" Cycles, Inspection Procedures, Shop Drawings, Product Data and similar applicable information. Bind each of the three (3) Manuals in a heavy duty 2", 3 ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

3.01 GENERAL OPERATING/MAINTENANCE INSTRUCTIONS

- A. Arrange for each Installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at project site to provide basic instructions needed for proper operation and maintenance of entire work include instructions by Manufacturer's Representatives where Installers are not expert in the required procedures. Review Maintenance Manuals. Record Documentation, Hazards, Cleaning and similar procedures and facilities.

END OF SECTION

SECTION 02110

DEMOLITION

PART 1 GENERAL

1.0. DESCRIPTION

- A. Work included: Demolition required for this work includes:
- B.
 - 1. Removal of Reception Window Glass.
 - 2. Removal of Reception Window Sliding Glass Doors and Tracks.
- B. Definitions: The term "demolition", as used herein, includes the removal of all existing objects (except for those objects designated to remain), plus such other work as is described in this section of these specifications.

1.02 QUALITY ASSURANCE

In addition to complying with all pertinent codes and regulations, comply with the requirements of all insurance carriers providing coverage for this work.

1.03 JOB CONDITIONS

- A. Dust Control: Use all means necessary to prevent spread of dust during performance of the work of this section. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, staff, and concurrent performance of other work on the site.
- B. Protection: Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 PRODUCTS

2.01 REPLACEMENT

Replace all adjacent components that may be damaged to the original condition and to the satisfaction of the Architect.

2.02 OTHER MATERIALS

All other materials, not specifically described but required for proper completion of the work of this section, shall be as selected by the Contractor subject to the approval of the Architect.

PART 3 EXECUTION

3.01 PREPARATION

- A. NOTIFICATION:** Notify the Architect and Kingsport City Schools at least five full working days prior to commencing the work of this section. Work must be scheduled to begin as soon as possible without interference in the normal operation of all school activities.
- B. Site Inspection:**
 - 1. Prior to all work of this section, carefully inspect the entire site and all objects designated to be removed and to be preserved.
 - 2. Locate all existing utility lines and determine all requirements for disconnecting and capping.
- C. Clarification:**
 - 1. The drawings do not purport to show all objects existing on the site.
 - 2. Before commencing the work of this section, verify with the Architect all objects to be removed and all objects to be preserved.
- D. Scheduling:**
 - 1. Schedule all work with school officials with all necessary consideration for safety of students and faculty.
 - 2. Avoid interference with entry to, exit from and use of the buildings.
- E. Protection of Utilities:** Preserve in operating condition components which are to remain.

3.02 DEMOLITION AND REMOVAL

- A. Demolish and remove the existing construction as noted/indicated on drawings. Dispose of all demolished materials as required by all Local, State, and Federal Requirements. Remove all items necessary to be removed prior to construction of this work.
- B. Cutting into existing utility structures shall be performed only to the extent required and shall be patched neatly.

3.03 REMOVAL OF DEBRIS

- A. Remove all debris from the site and dispose of all removed material legally off site. Leave the site in a neat and orderly condition to the approval of the Architect.

3.04 SAFETY

- A. The Contractor is to observe all safety laws of Local, State, and Federal government in executing this work. This specifically includes all O.S.H.A. and E.P.A. requirements.
- B. Provide all warning signs, barricades, lights and other necessary safety devices required by agencies mentioned in paragraph 3.04.A.
- C. Provide temporary protection as required. This includes temporary fencing, barricades, warning tape or other materials or means which are needed to protect the public and the Contractors forces.
- D. Protect the occupants of the facilities, the general public, and workers at all times.

3.05 CLEAN UP

- A. The Contractor is to keep his operations clean at all times during execution of demolition work.
- B. Streets, highways, roads, existing paved areas and sidewalks shall be cleaned of all mud, dirt and debris as often as is required and kept clean during construction of this project.

3.06 PROTECTION

- A. Protect all existing materials to remain. Where existing materials are damaged they shall be replaced with new materials. Protection of existing construction applies specifically to existing paving, curbs, buildings, building roofs, existing surfaces and finishes to remain and all other materials.

END OF SECTION

Protective Glazing for Reception Window at 10 Schools Kingsport City Schools Kingsport, Tennessee

- Jackson Elementary School
- Johnson Elementary School
- Jefferson Elementary School
- Kennedy Elementary School
- Lincoln Elementary School
- Roosevelt Elementary School
- Washington Elementary School
- Robinson Middle School
- Sevier Middle School
- Dobyns-Bennett High School CTE Building

INDEX OF DRAWINGS

ARCHITECTURAL

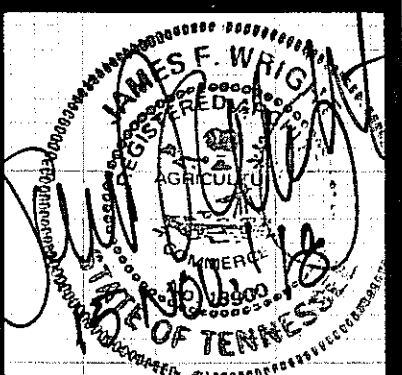
- A-0 COVER SHEET
- A-1 JACKSON ELEMENTARY SCHOOL
- A-2 JOHNSON ELEMENTARY SCHOOL
- A-3 JEFFERSON ELEMENTARY SCHOOL
- A-4 KENNEDY ELEMENTARY SCHOOL &
LINCOLN ELEMENTARY SCHOOL
- A-5 ROOSEVELT ELEMENTARY SCHOOL
- A-6 WASHINGTON ELEMENTARY SCHOOL
- A-7 ROBINSON MIDDLE SCHOOL
- A-8 SEVIER MIDDLE SCHOOL
- A-9 DOBYNS-BENNETT HIGH SCHOOL
CTE BUILDING
- A-10 DETAILS & SPECIFICATIONS

SCOPE OF WORK

1. REMOVE EXISTING STOPS. DO NOT REUSE.
2. REMOVE EXISTING GLASS AND/OR SLIDING GLASS DOORS AND TRACKS IN DESIGNATED OPENING AT RECEPTION WINDOW(S).
3. REMOVE EXISTING SETTING BLOCKS, GASKETS, TAPES AND CAULKING THAT MAY BE ENCOUNTERED.
4. RE-WORK EXISTING COUNTERS AS INDICATED. INSTALL BLOCKING AS MAY BE REQUIRED FOR INSTALLATION OF DEAL TRAYS.
4. INSTALL TWO (2) NEW HOLLOW METAL FRAMES WHERE INDICATED. PAINT TO MATCH EXISTING.
5. INSTALL NEW RECESSED DEAL TRAY(S) IN EXISTING COUNTERS. SECURE WITH SILICON.
6. INSTALL NEW 1" LEXGARD MP1000 LAMINATE, CLEAR, EXTRUDED POLYCARBONATE, UTILIZING NEW SETTING BLOCKS, GLAZING TAPE, SILICON CAULKING, AND METAL STOPS AS SPECIFIED.
7. PAINT STOPS & SCREW HEADS TO MATCH EXISTING FRAMES. TOUCH-UP ANY DAMAGE TO EXISTING HOLLOW METAL FRAMES.
8. CLEAN ALL SURFACES UPON COMPLETION. CLEAN LEXGARD SURFACES UTILIZING ONLY COMPATABLE CLEANERS AND PROCEDURES RECOMMENDED BY THE MANUFACTURER .

NOTE

FILM GLAZING PROTECTION ALSO SHOWN ON THESE DRAWINGS IS NOT PART OF THIS PROJECT AND HAS PREVIOUSLY BEEN BID AS A SEPERATE CONTRACT.



1332 Belmeade Dr.
Kingsport, Tennessee 37664
423-341-4823

no.	date	revision

COVER SHEET

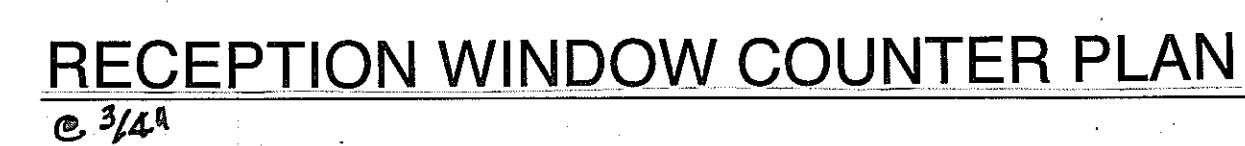
Protective Glazing for Reception Window at Ten Schools
Kingsport City Schools
400 Clinchfield Street, Ste. 200 Kingsport, Tennessee 37660

ARCHITECT

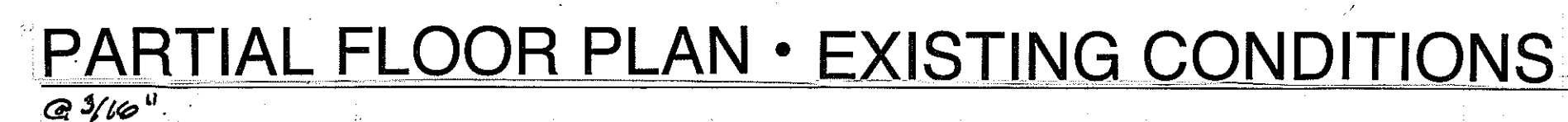
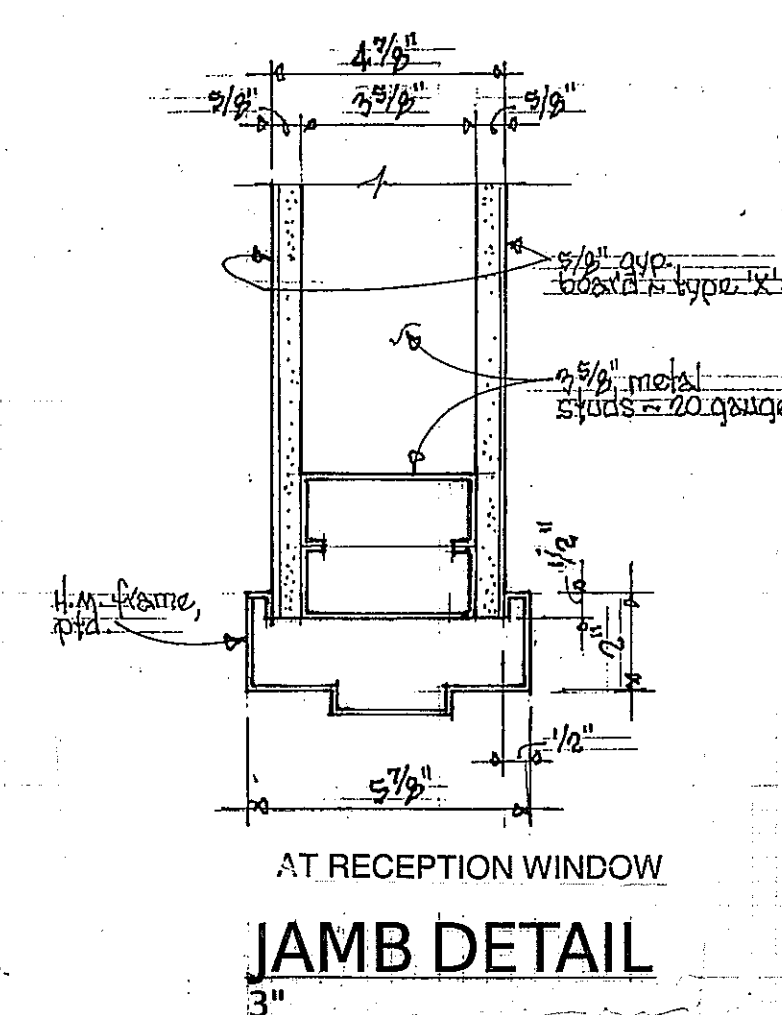
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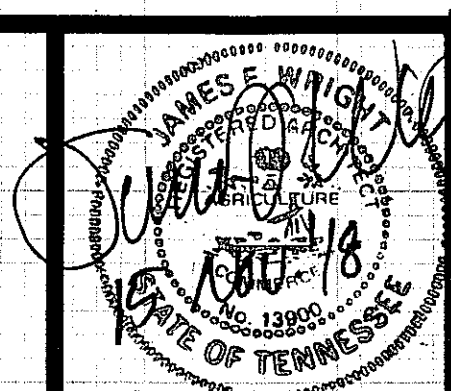
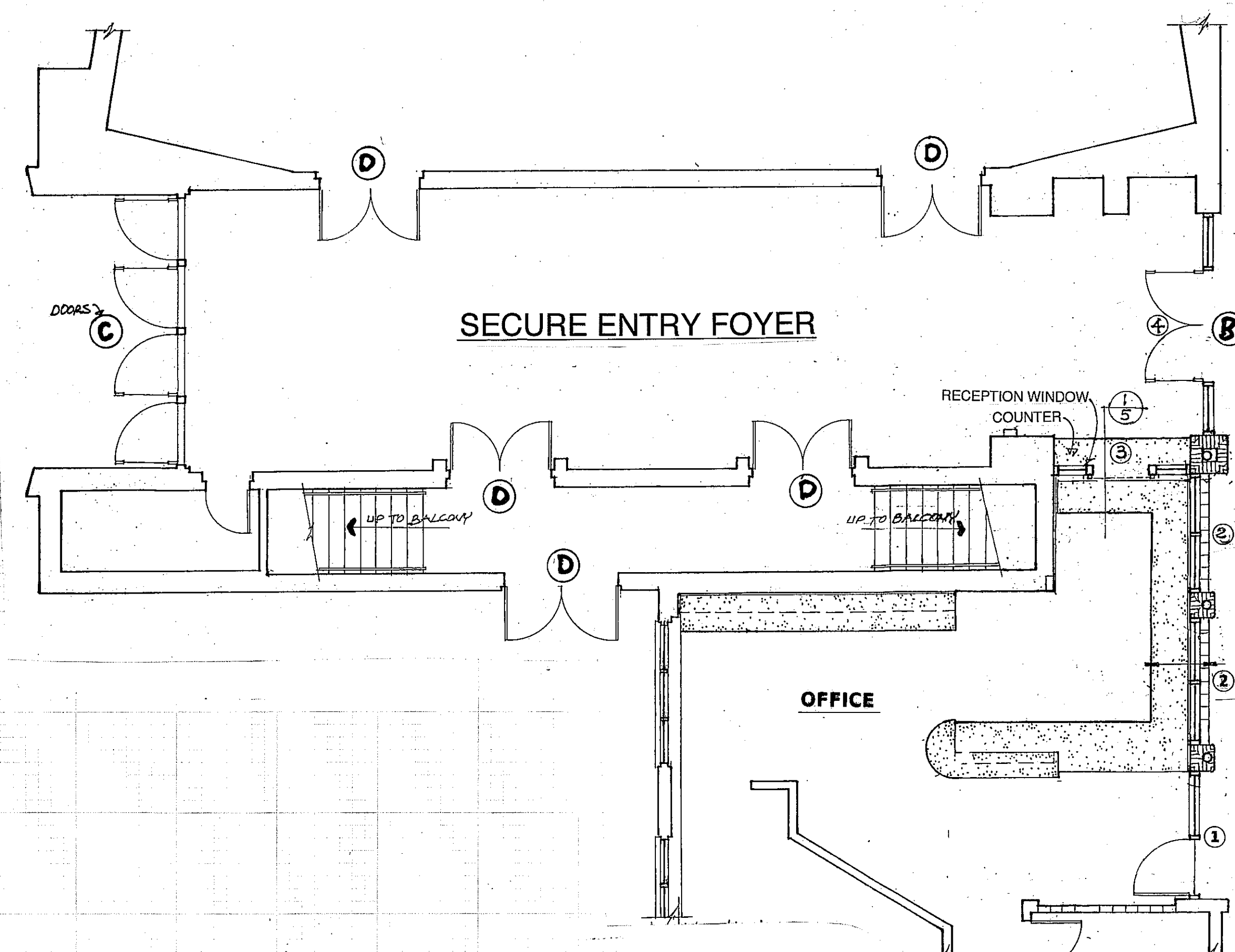
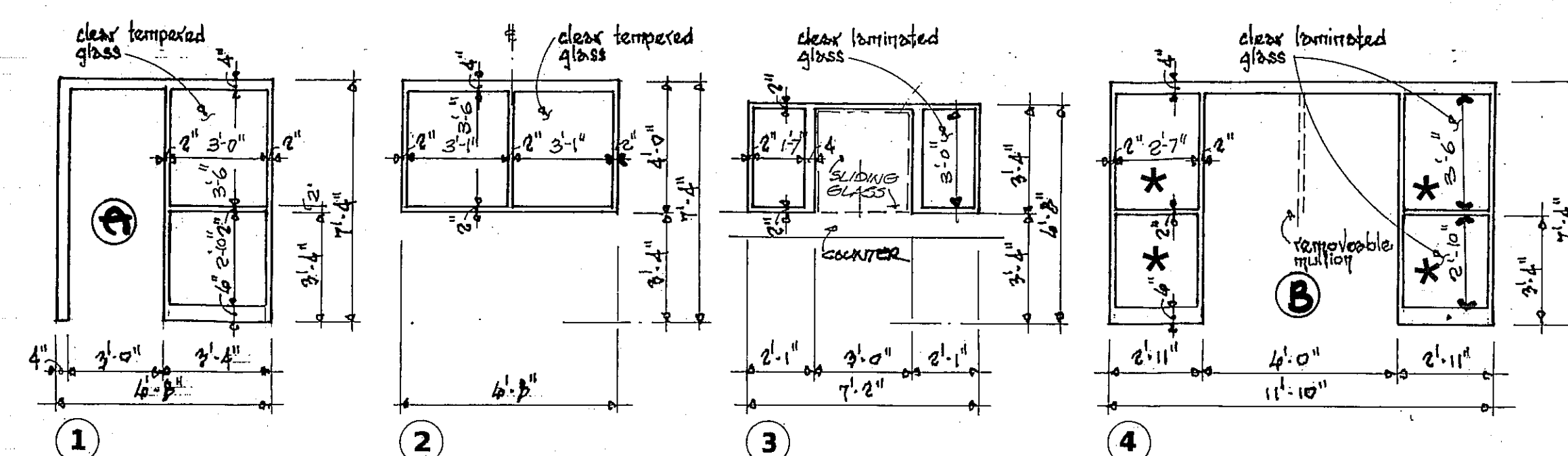
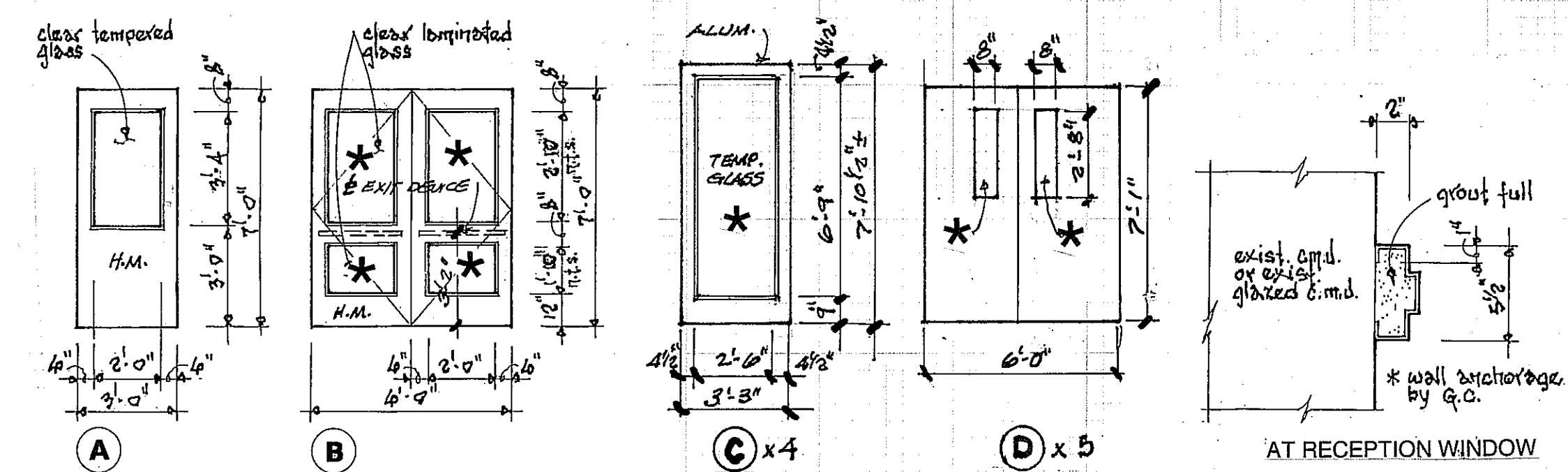
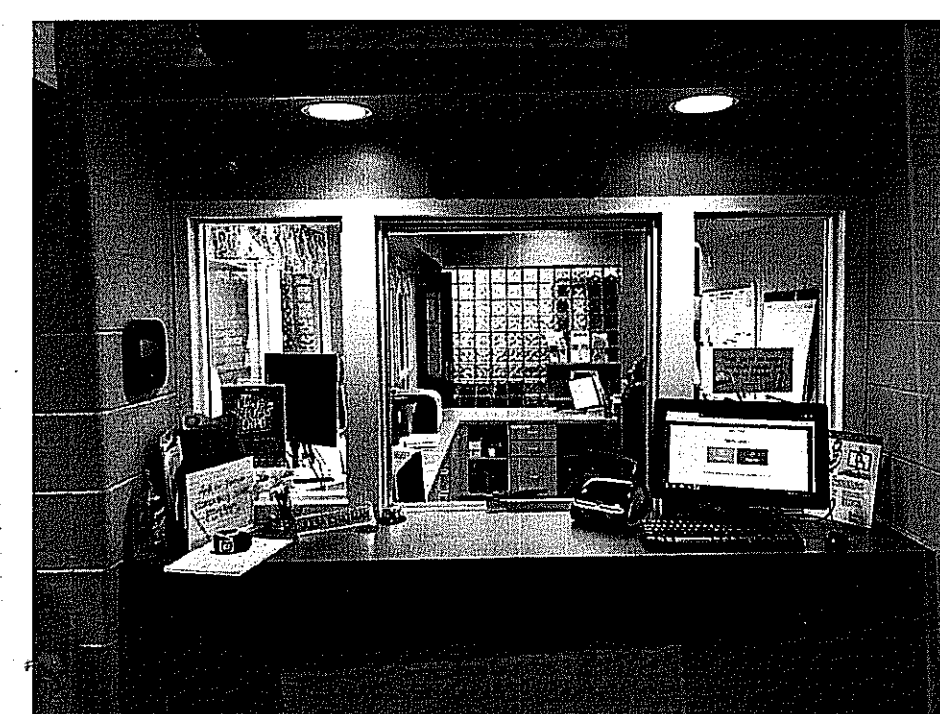
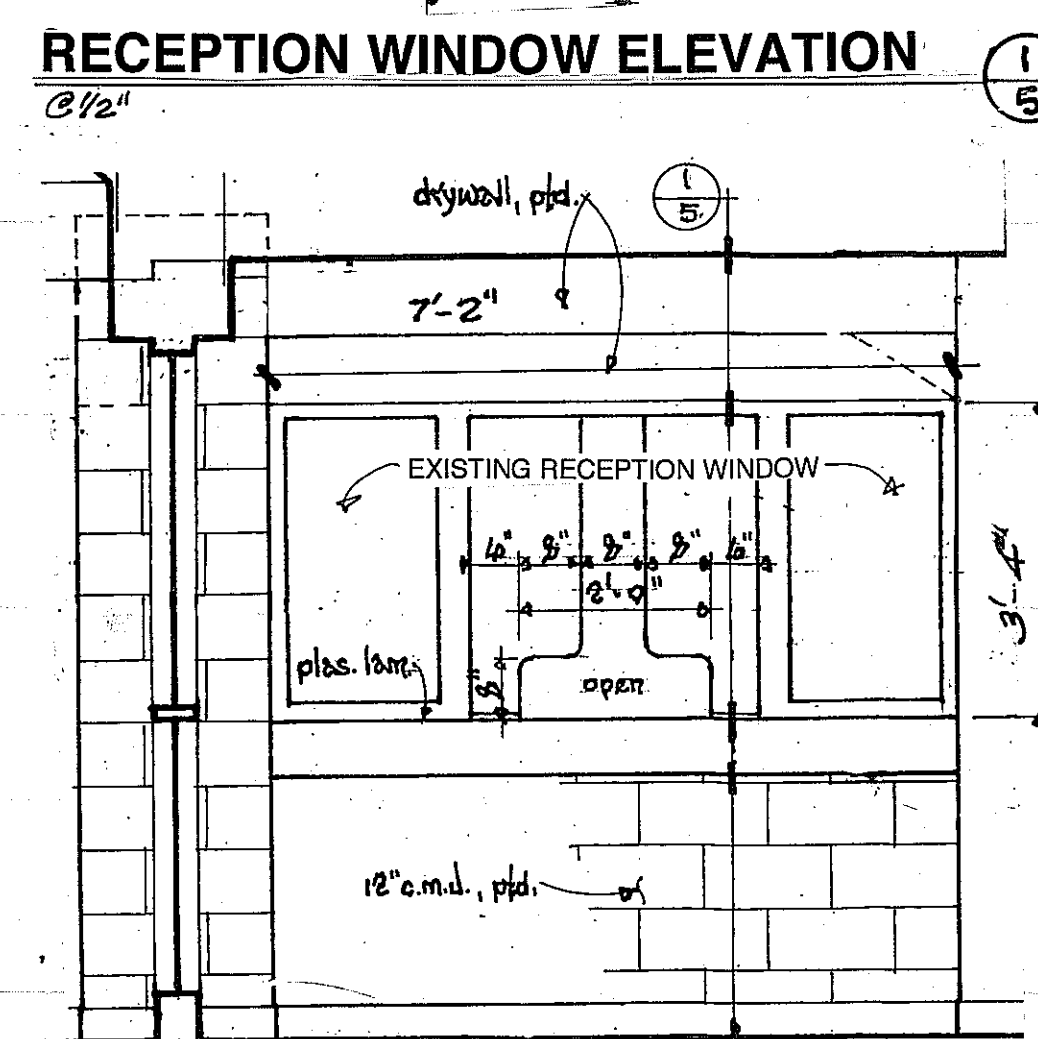
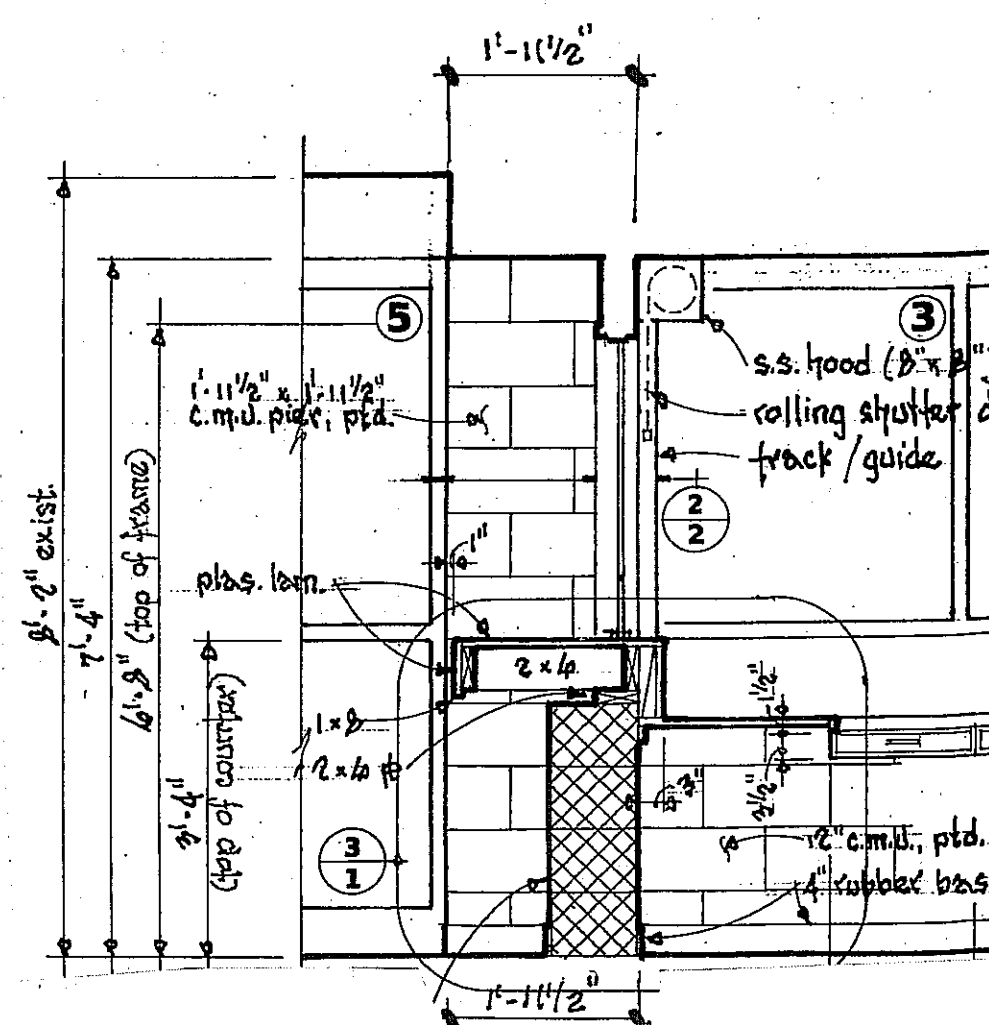
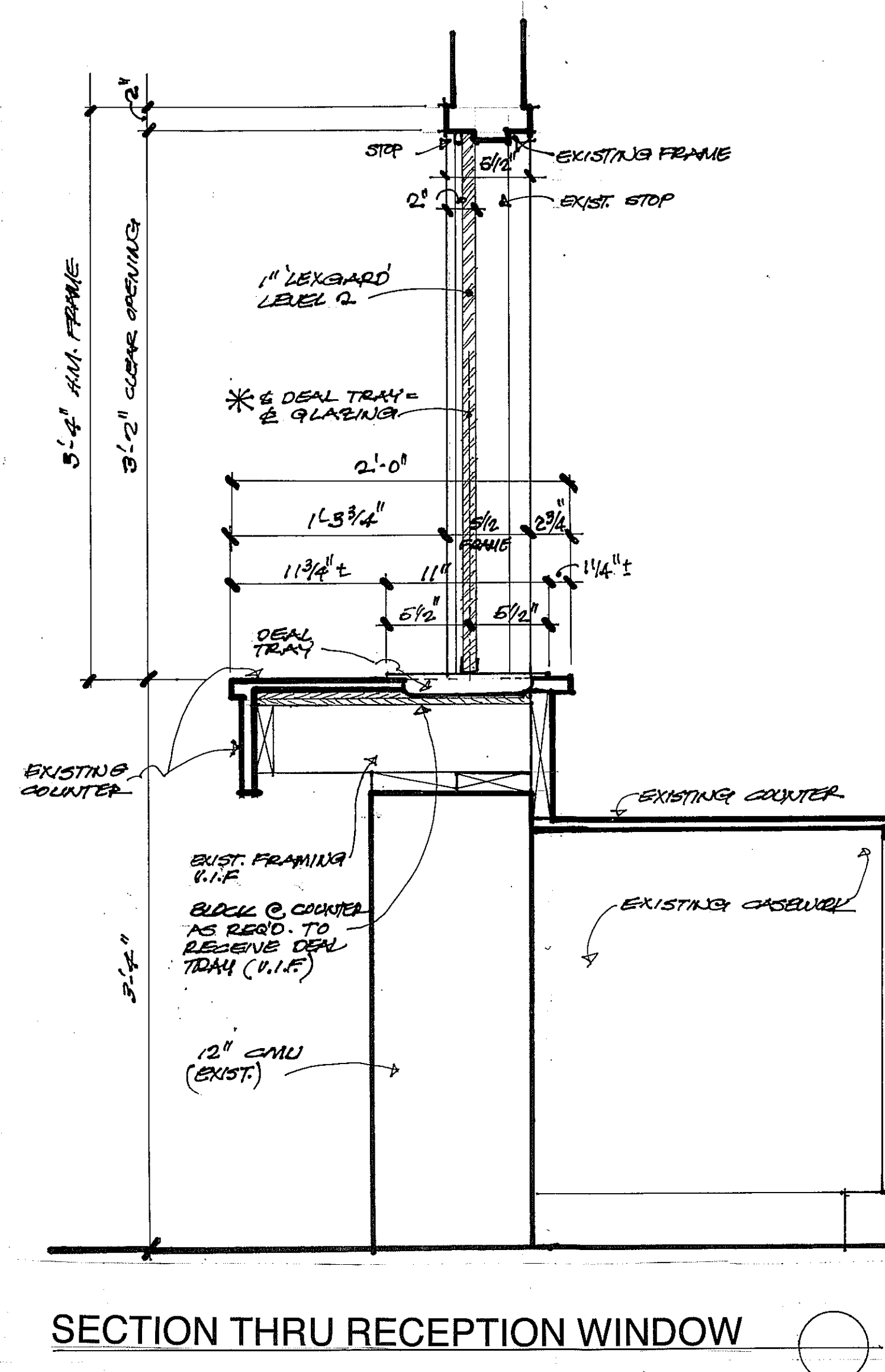
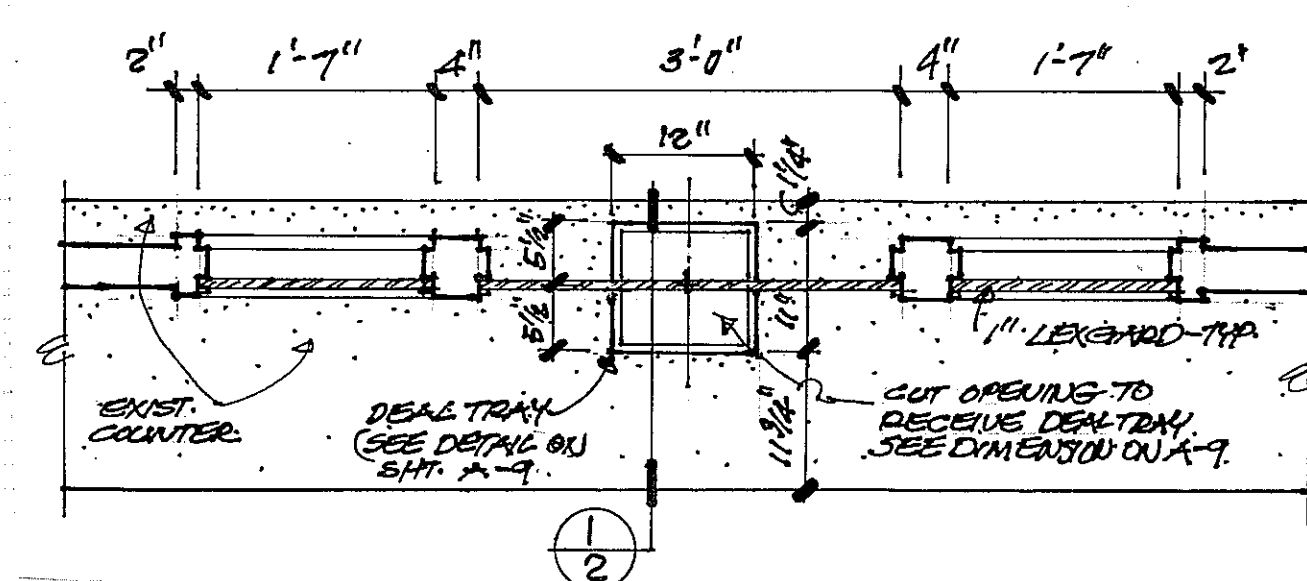
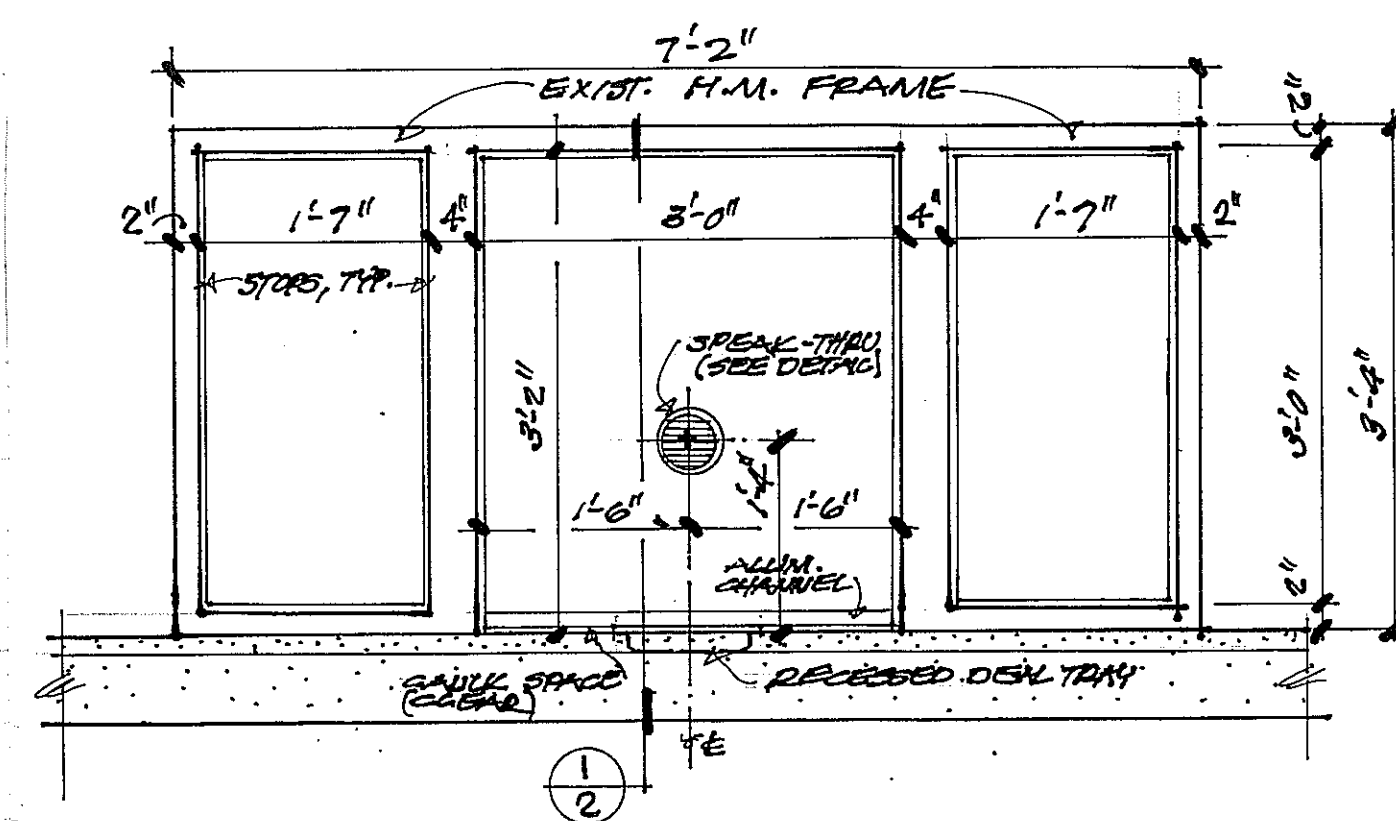
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ANDREW JOHNSON ELEMENTARY SCHOOL
Kingsport, TN 37664
1001 Ormond Drive.

Protective Glazing for Reception Window at Ten Schools
Kingsport City Schools
 400 Clinchfield Street, Ste. 200 Kingsport, Tennessee 37660

drawn	Jew
checked	Jew
date	15 NOV. 2013
project no.	W1803

checked	✓
date	15 NOV. '2018
project no.	W1803

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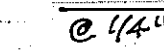
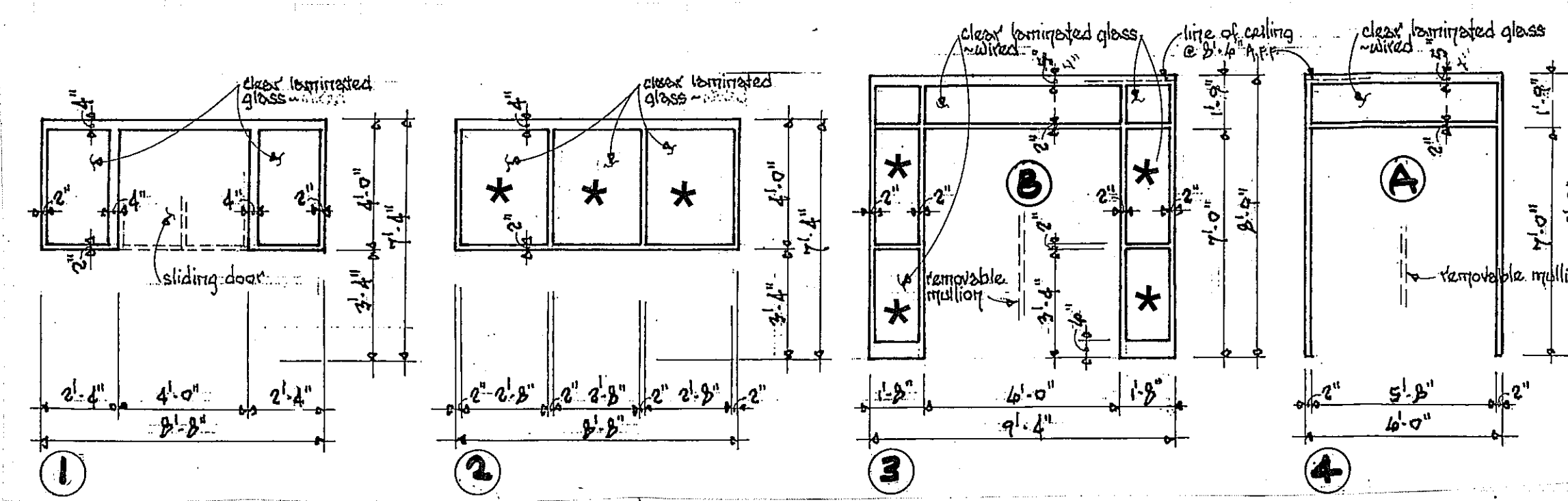
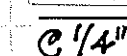
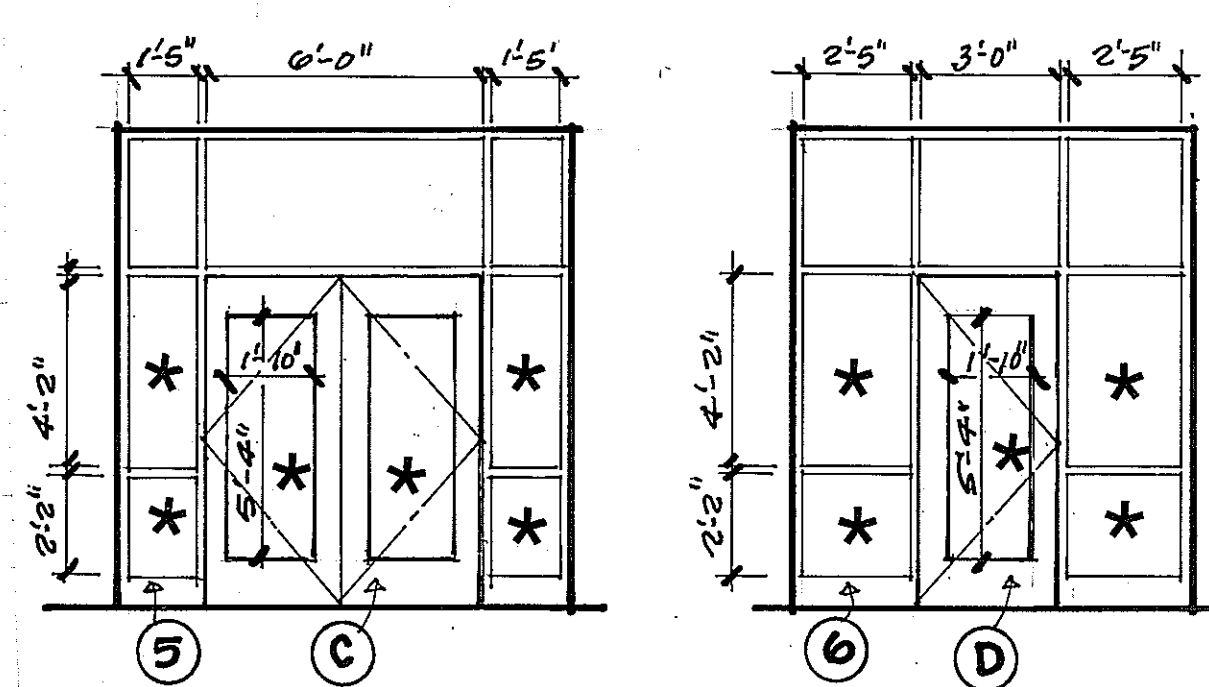
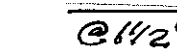
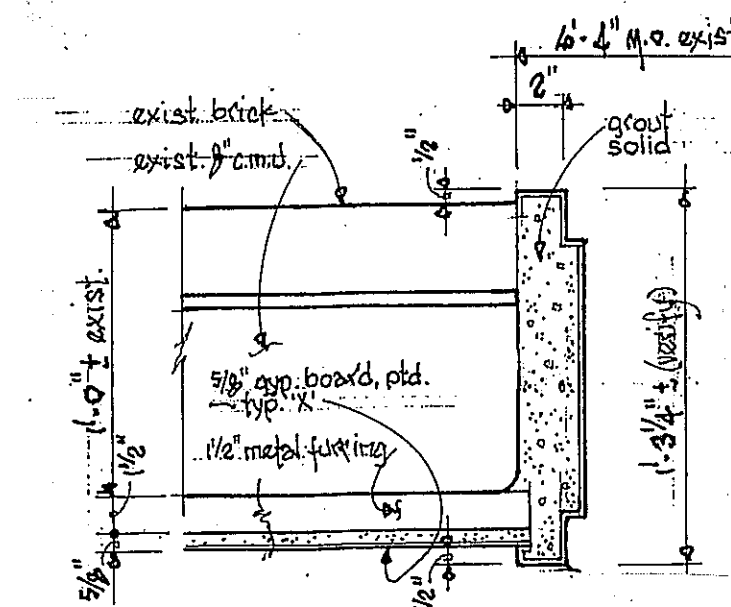
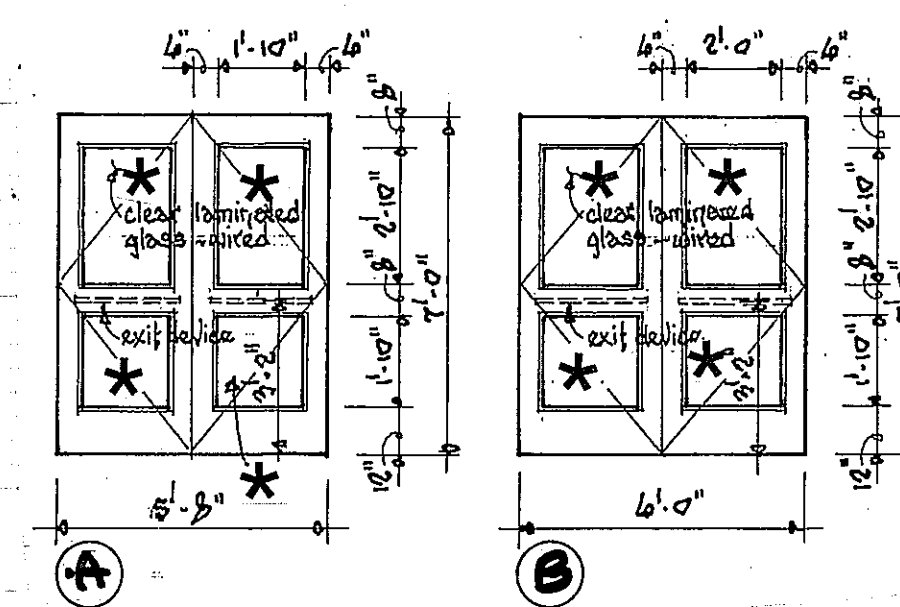
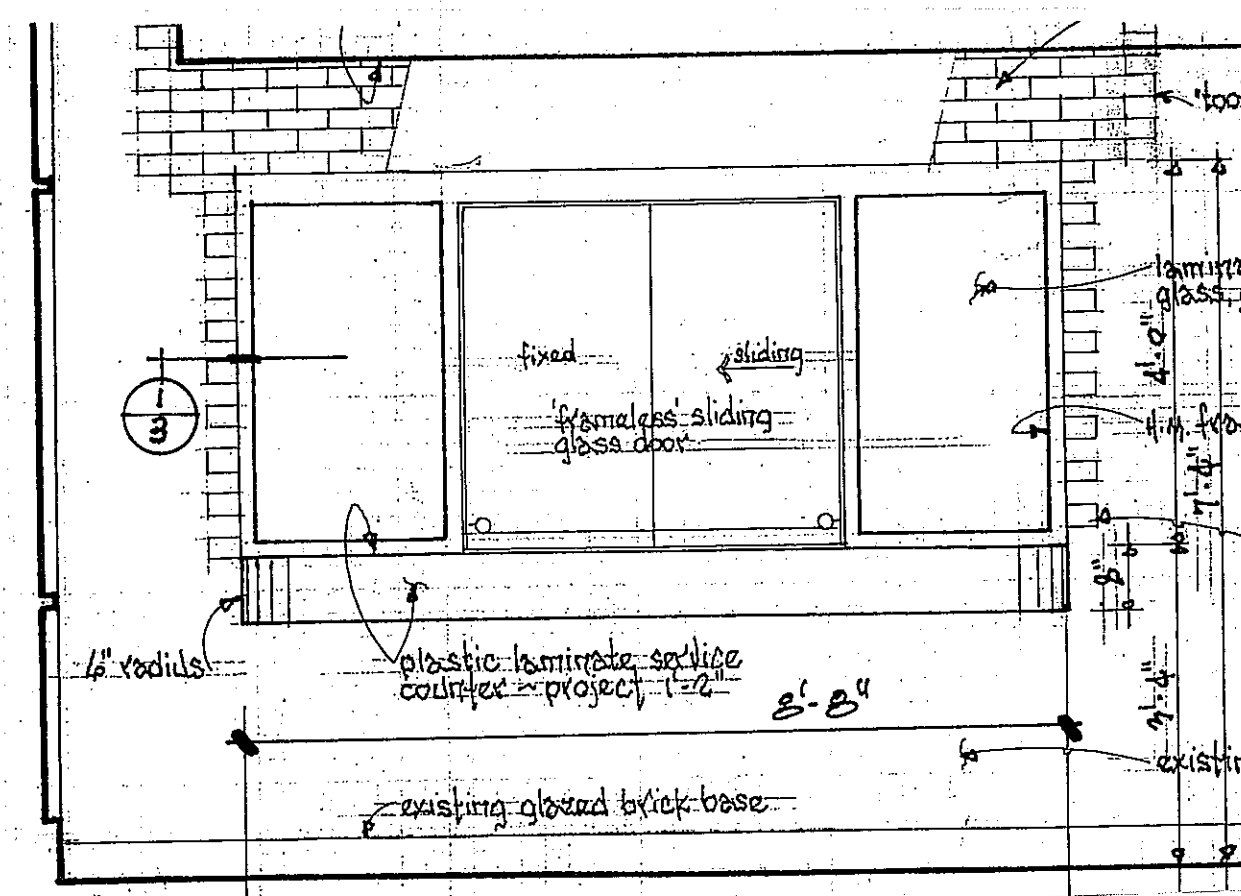
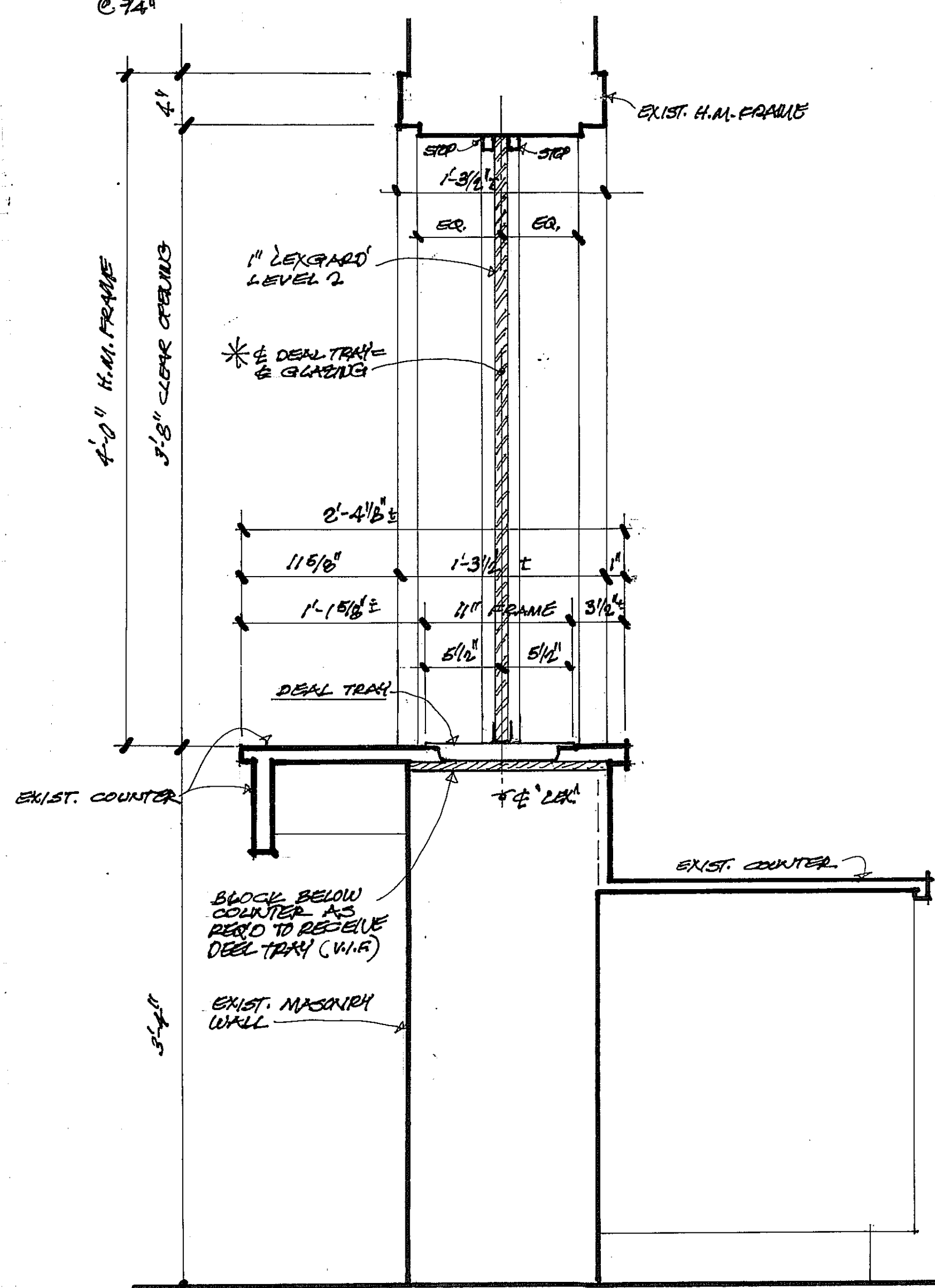
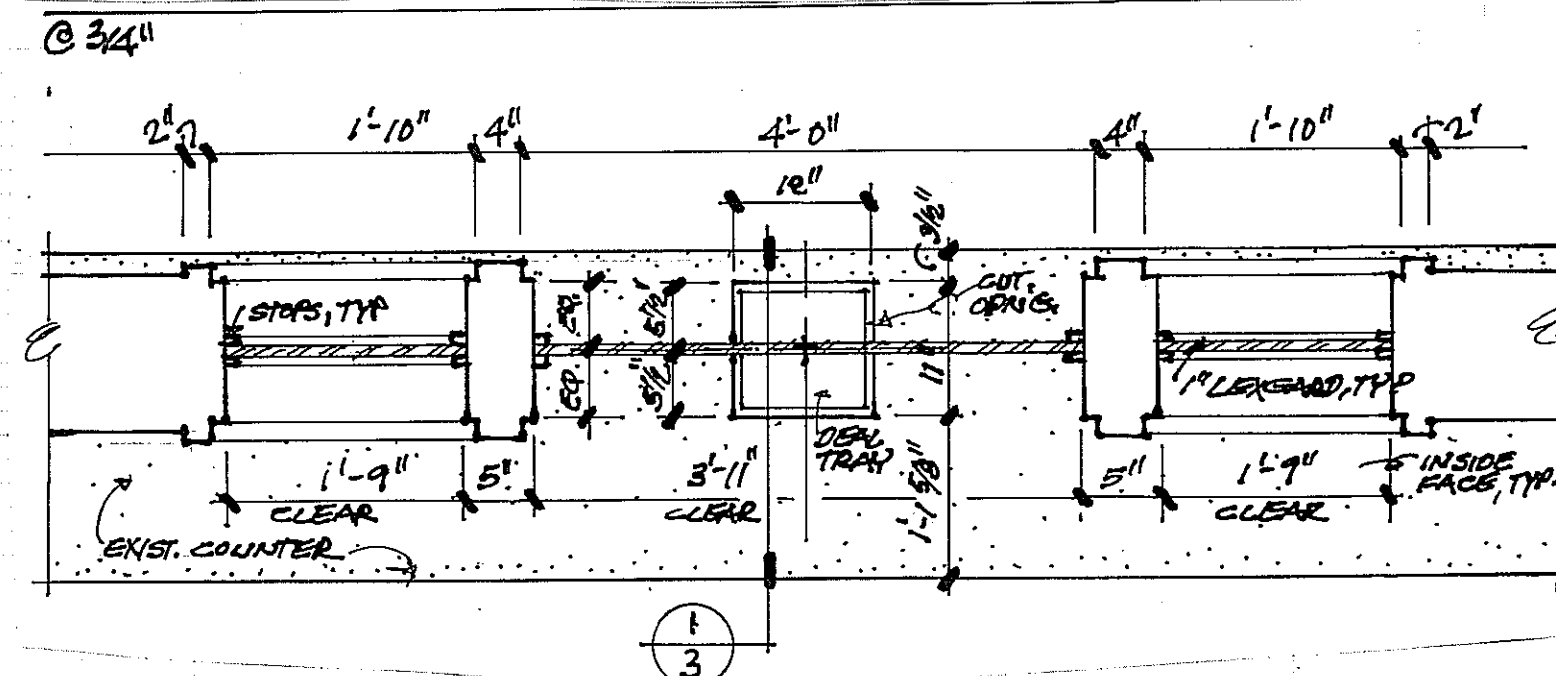
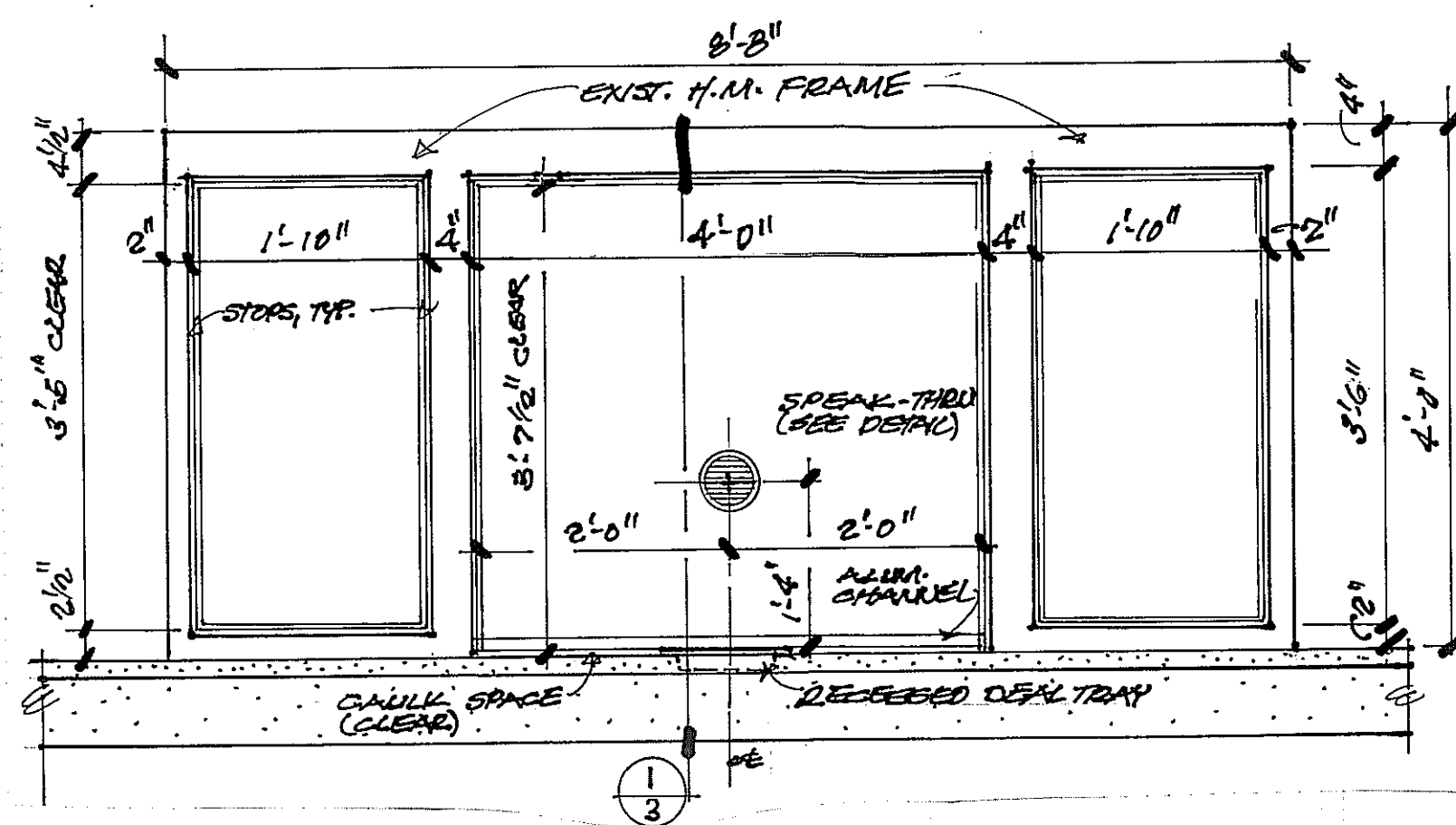
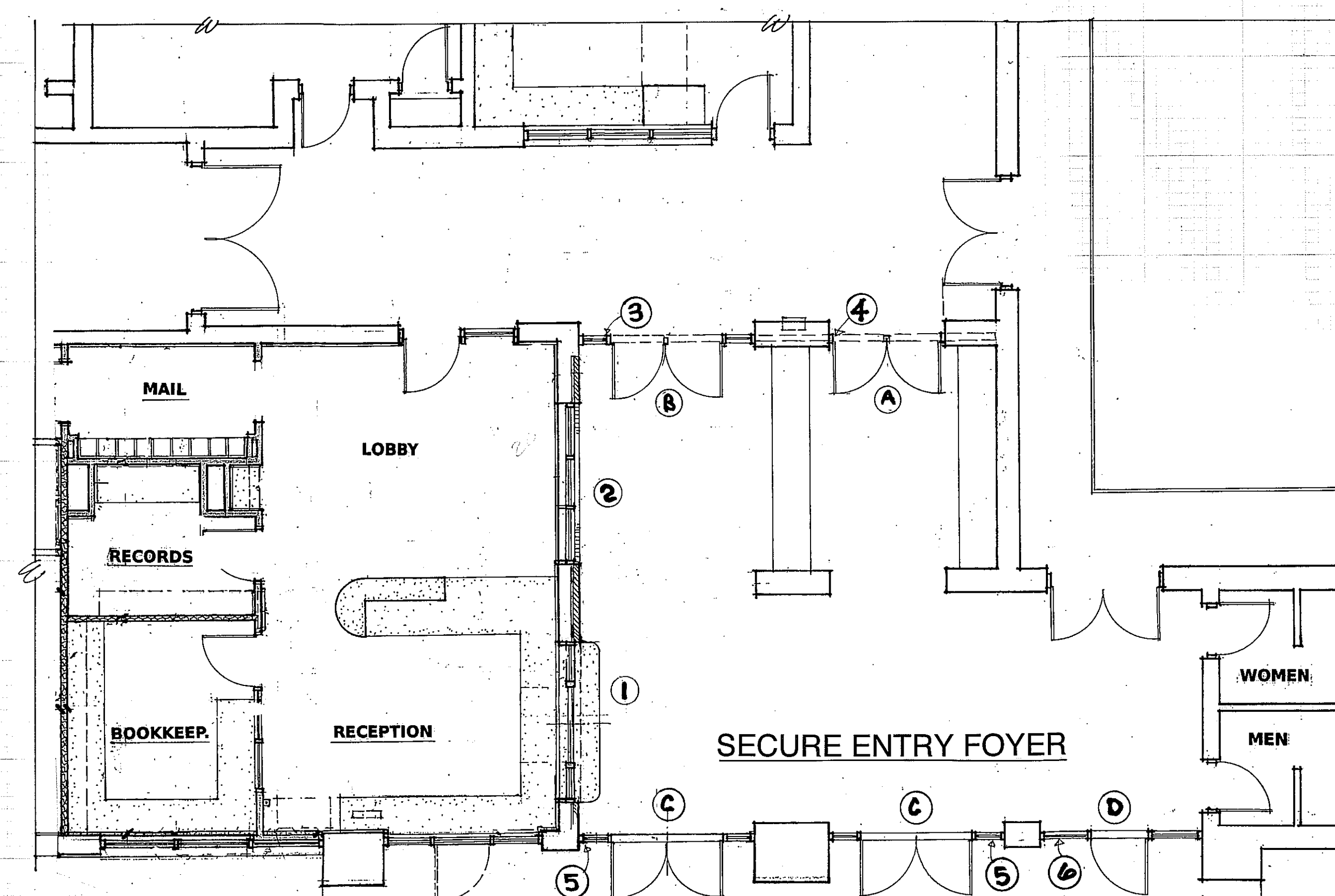
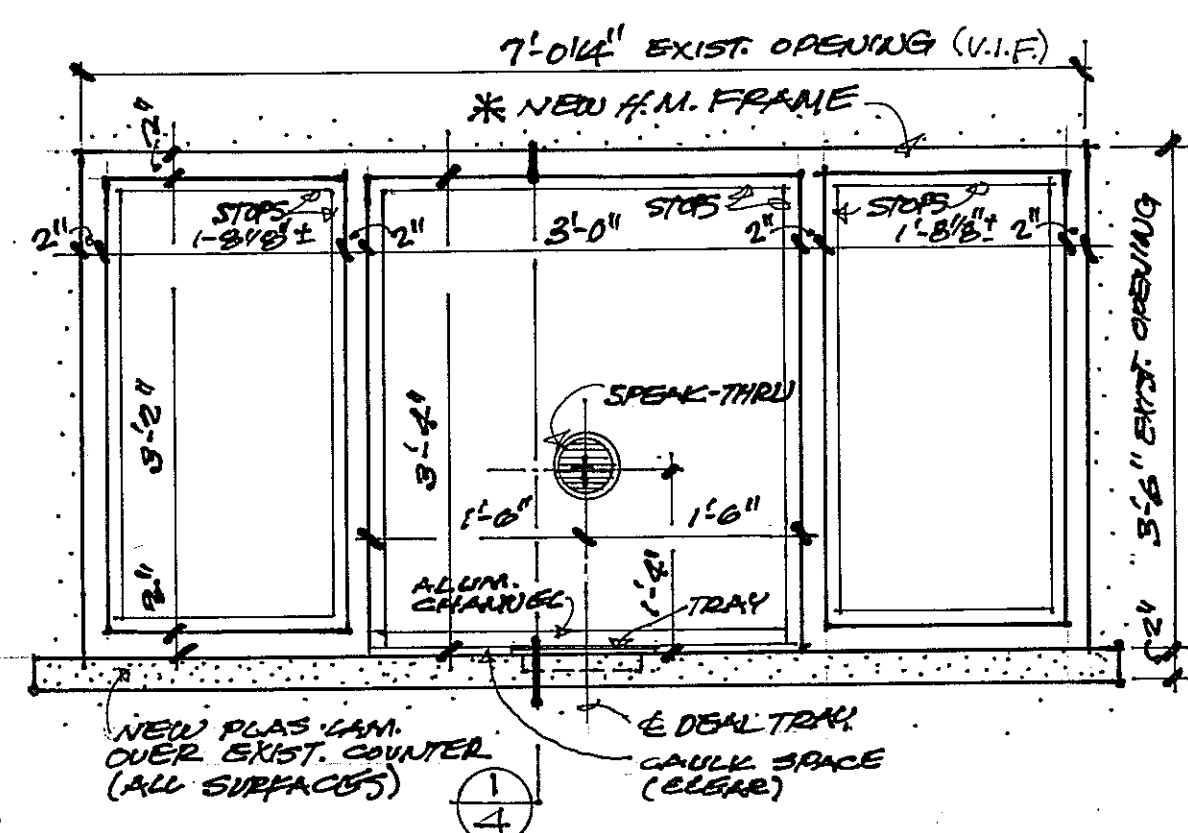


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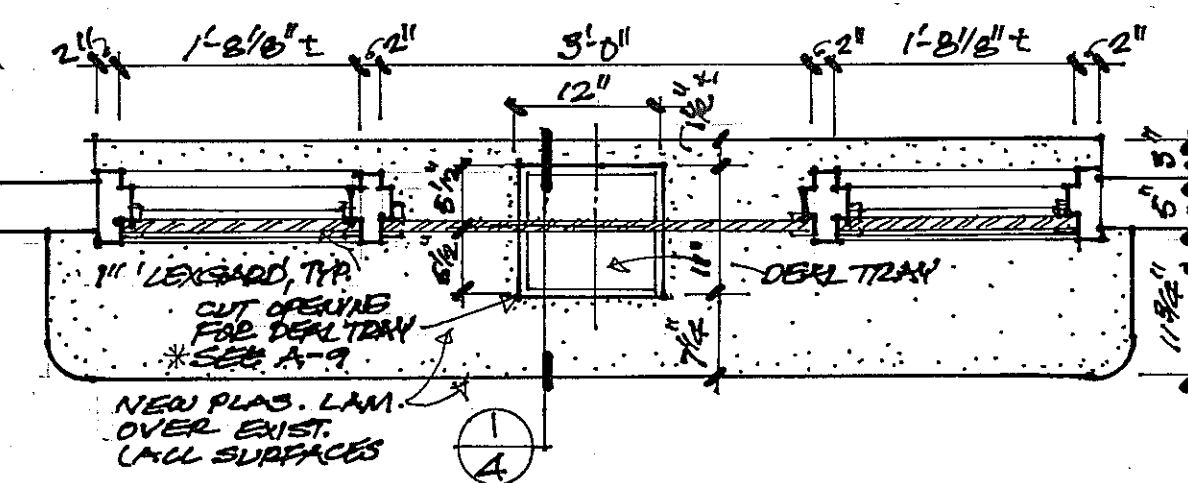


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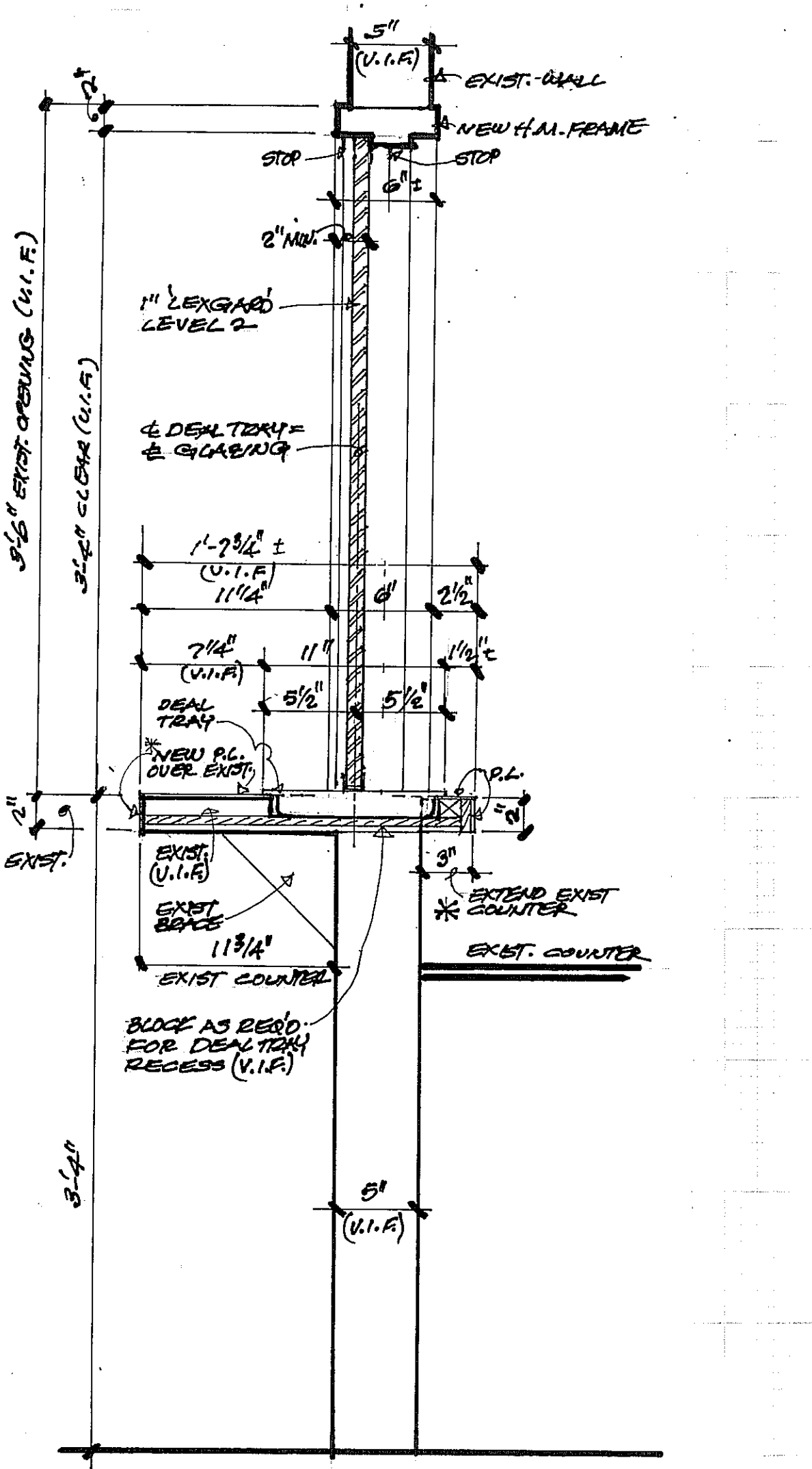
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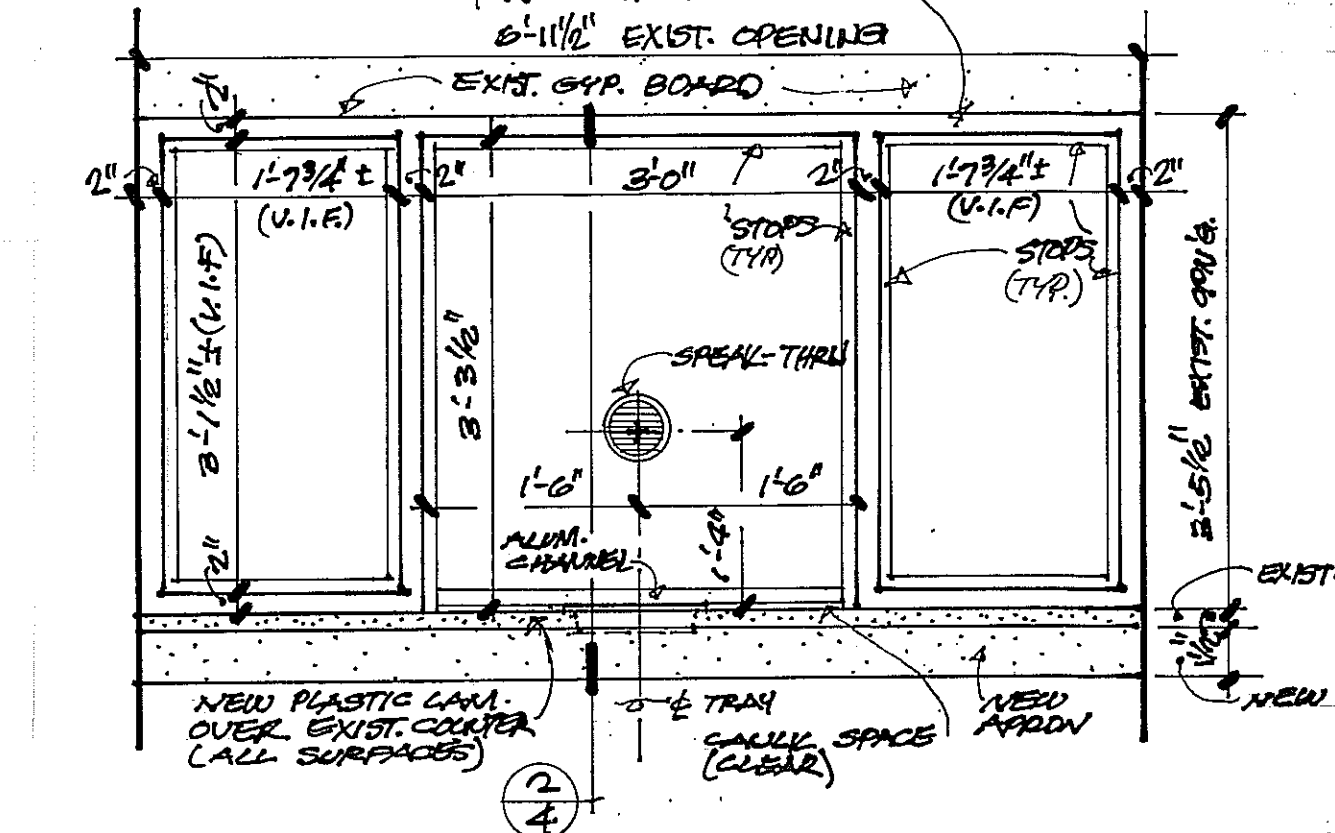
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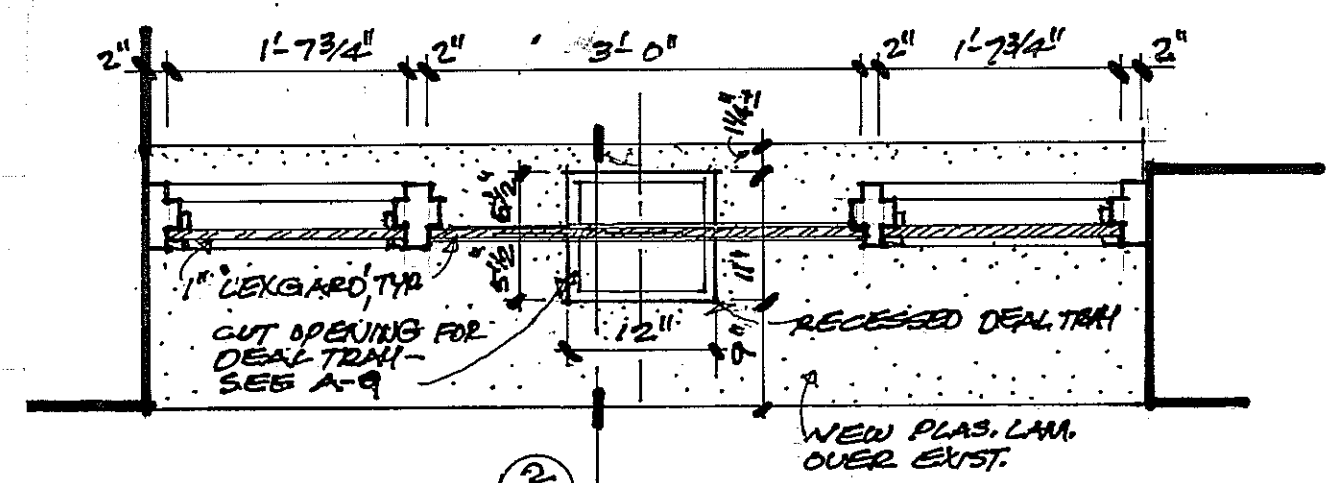
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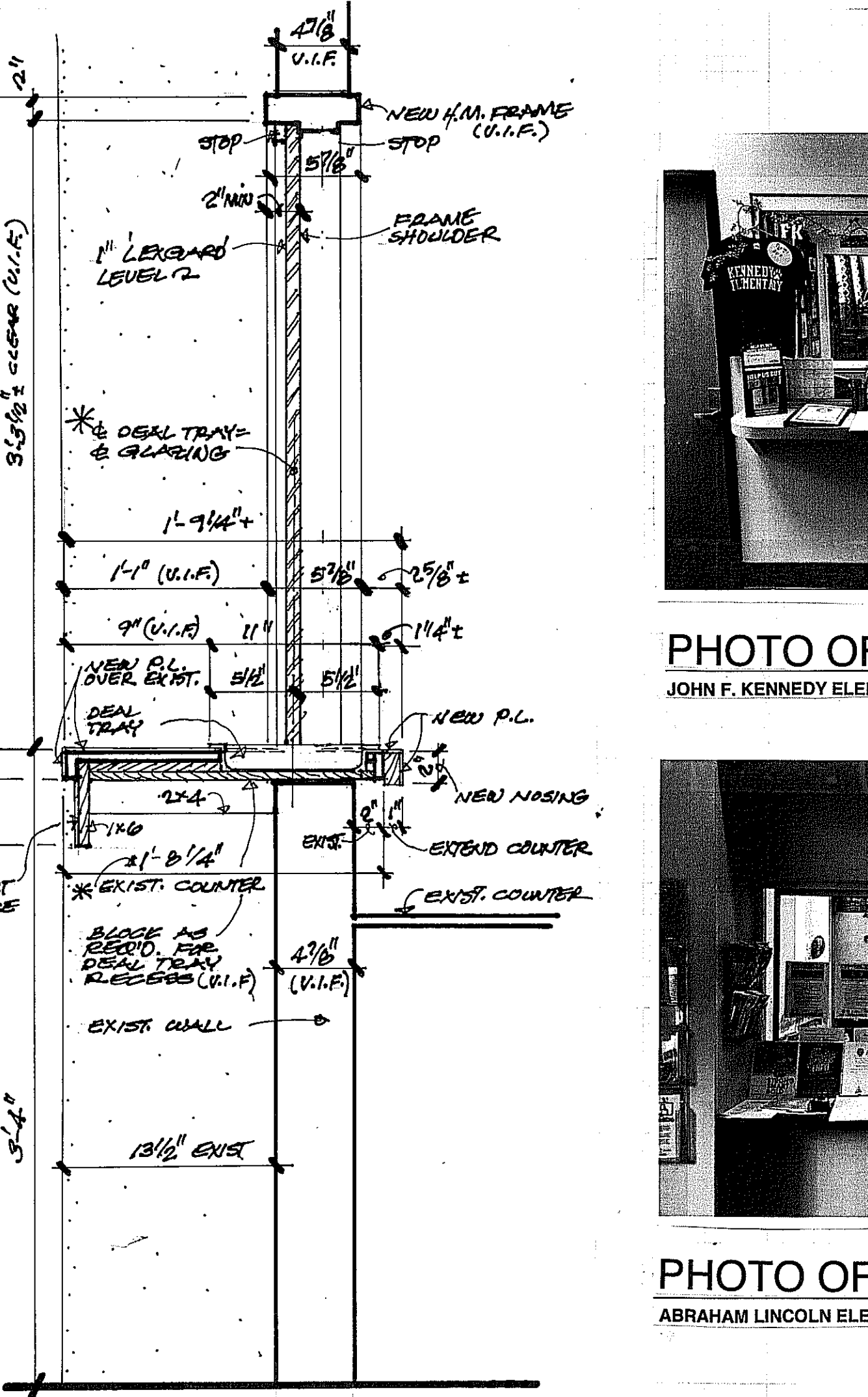
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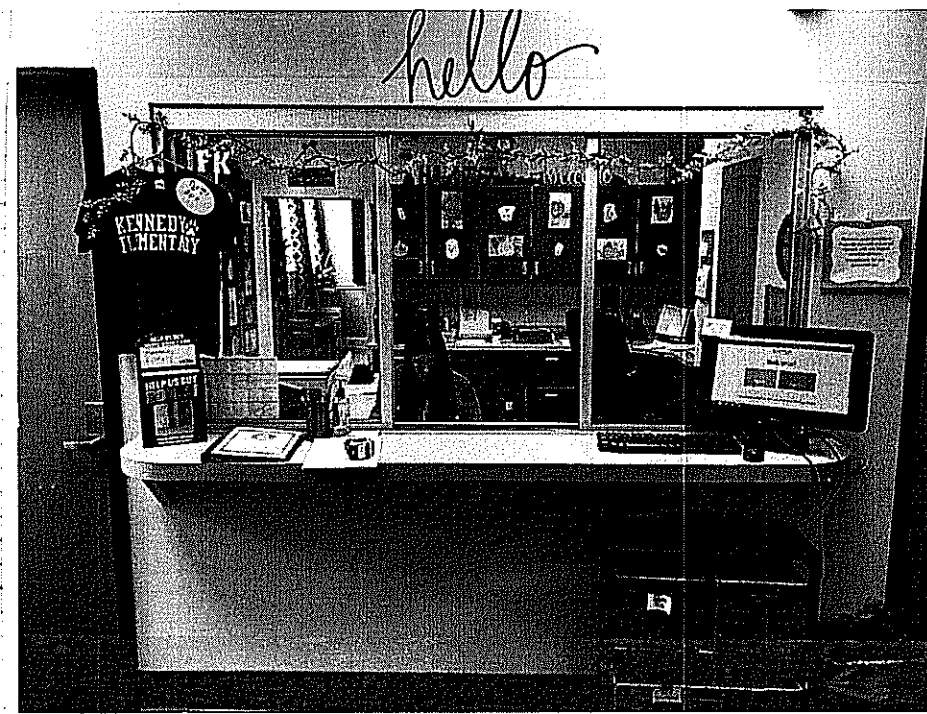


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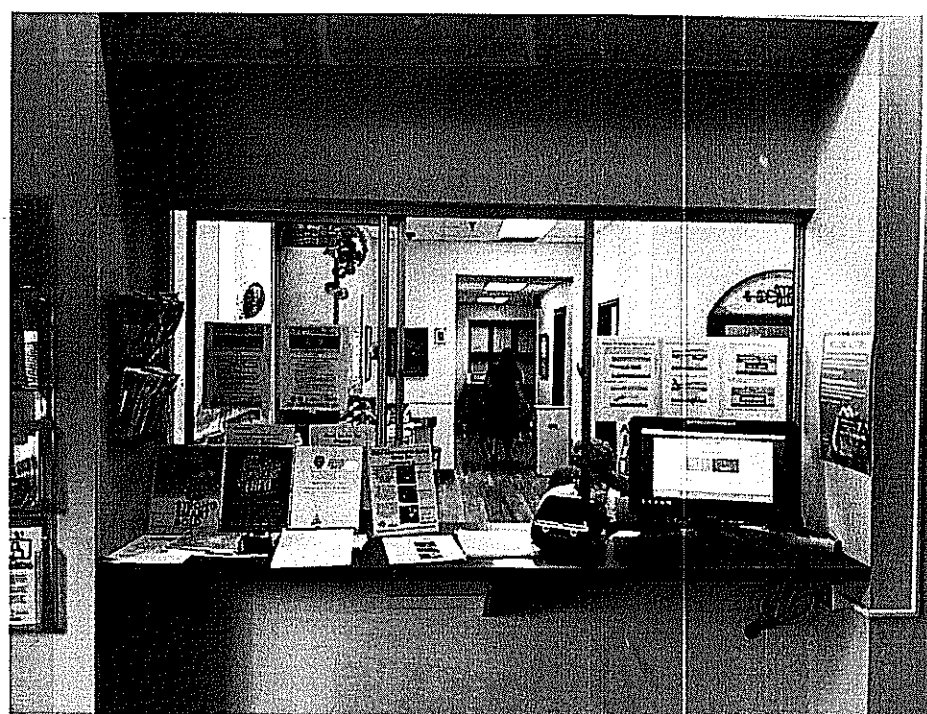
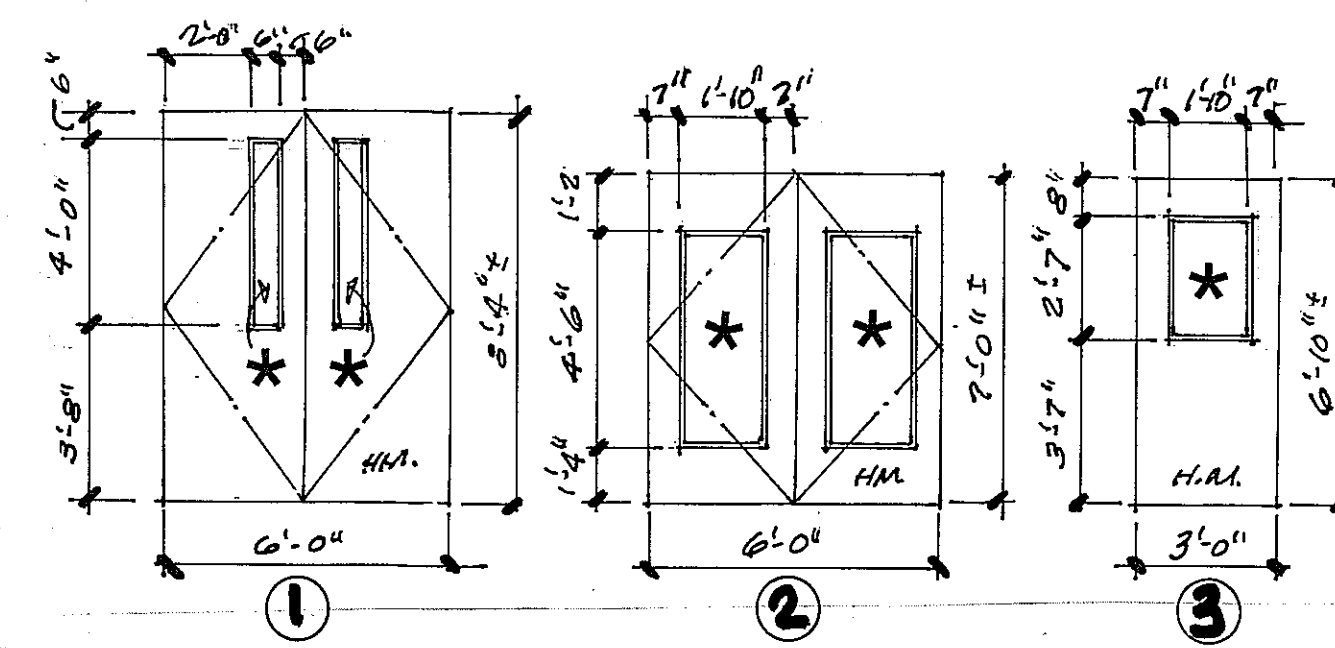
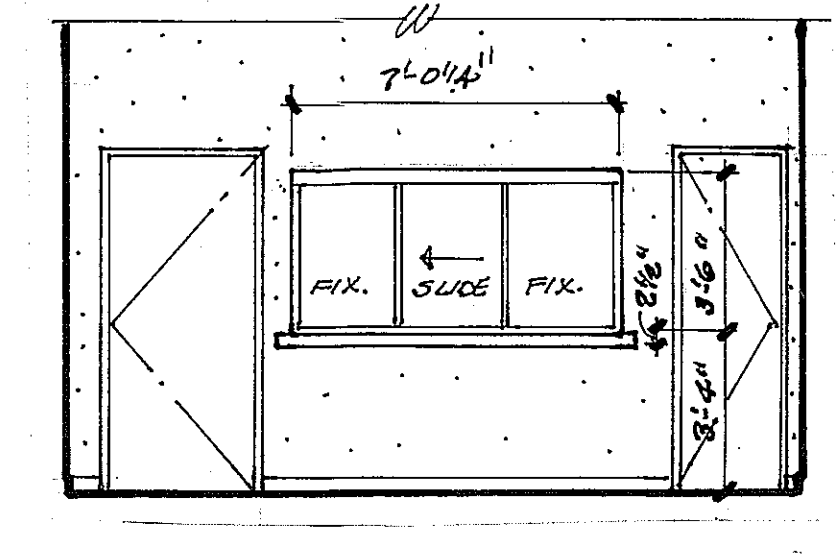


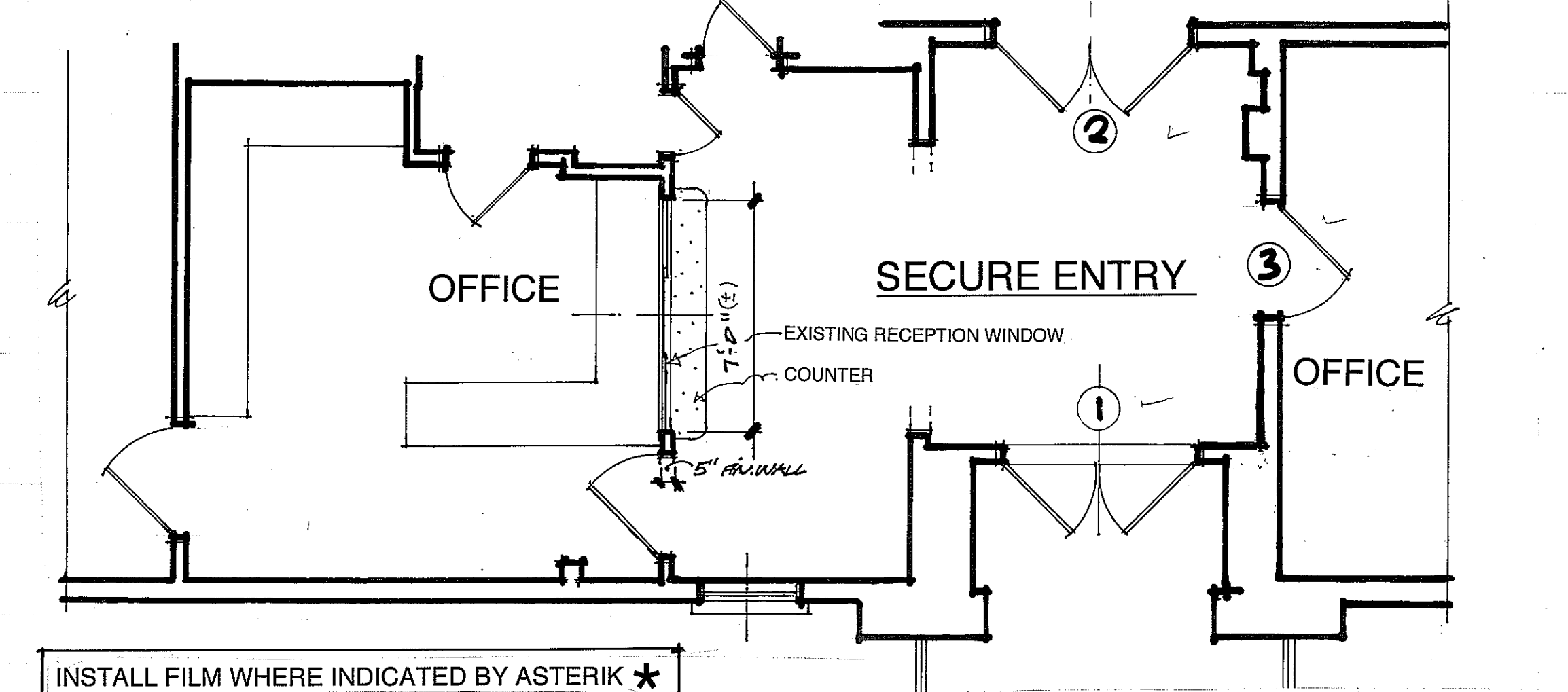
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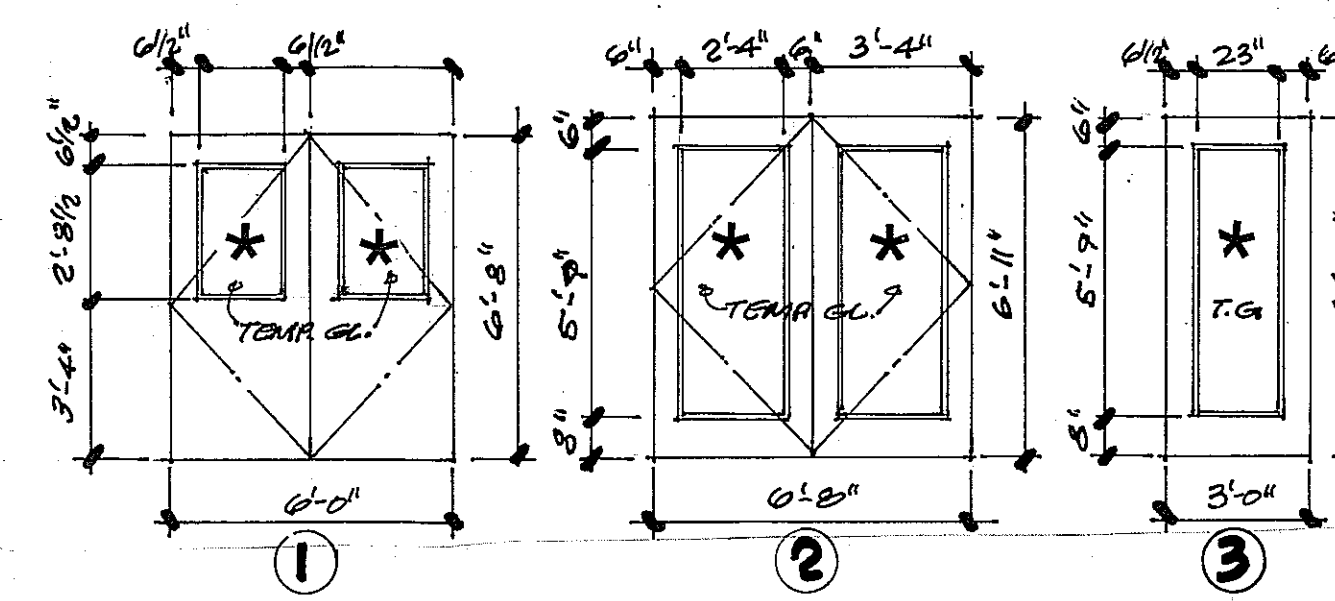
HOLLOW METAL DOOR ELEVATIONS
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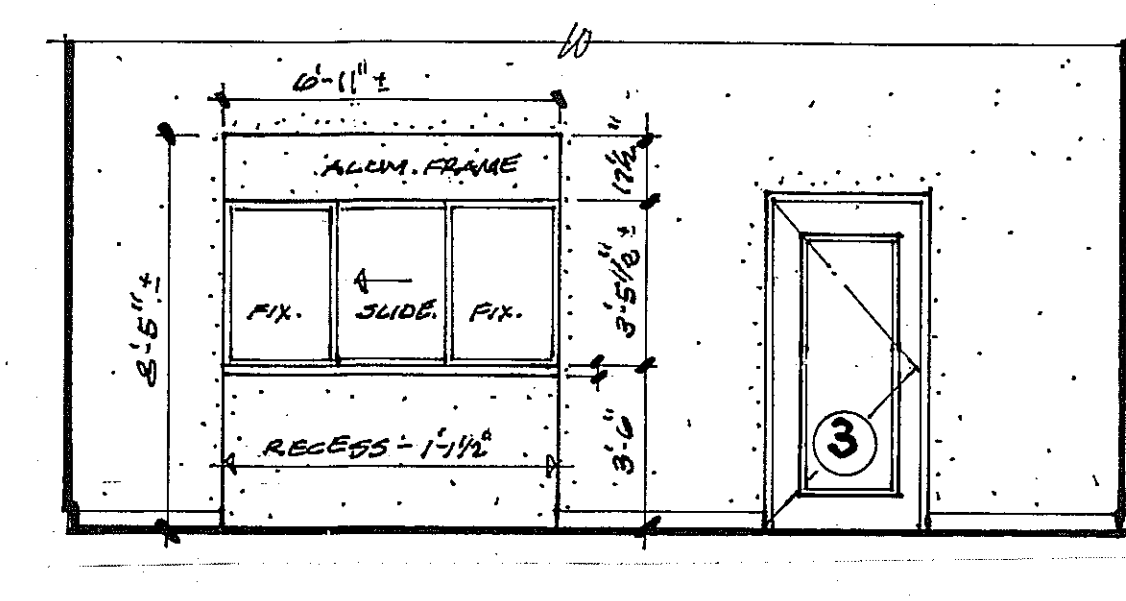
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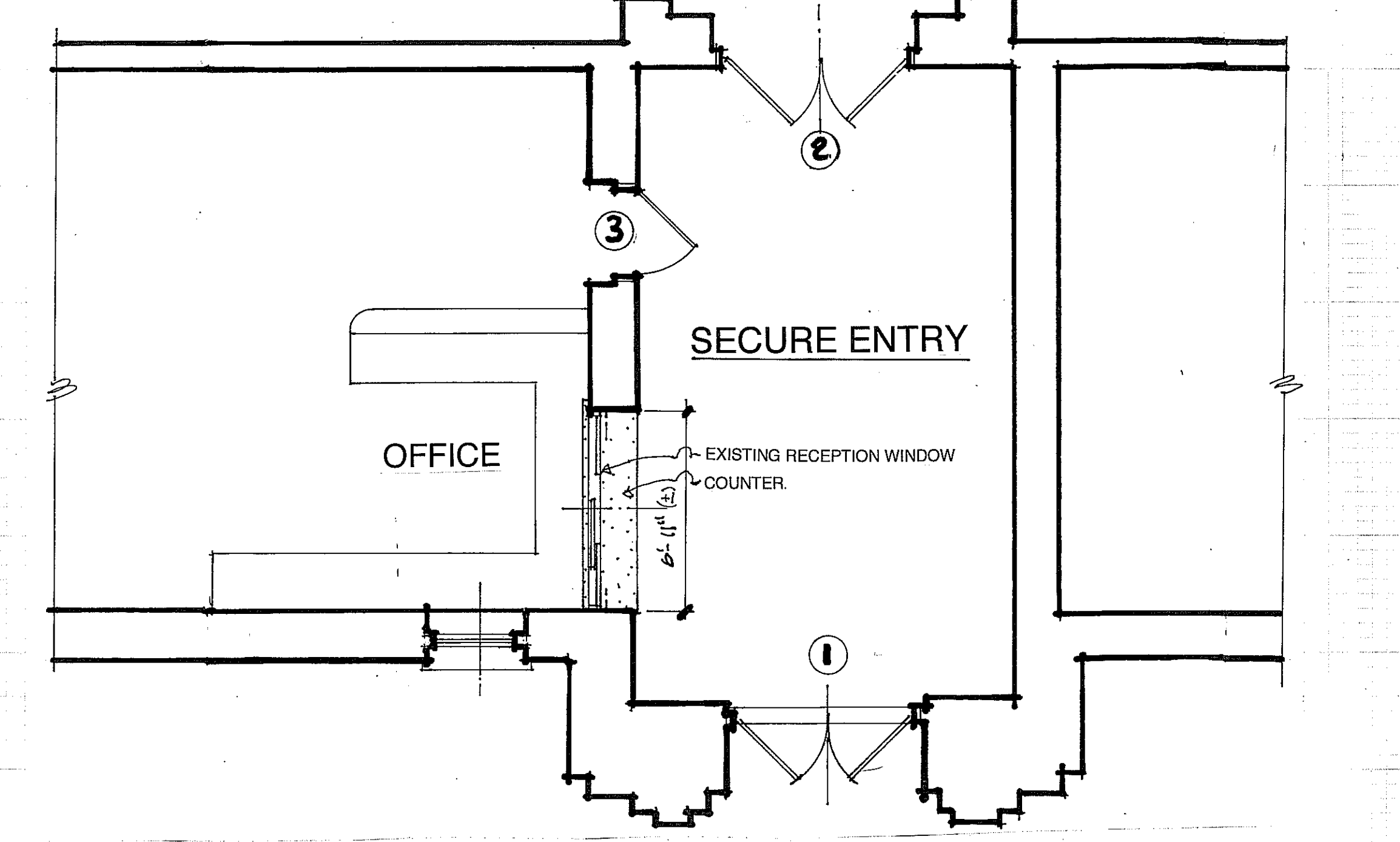
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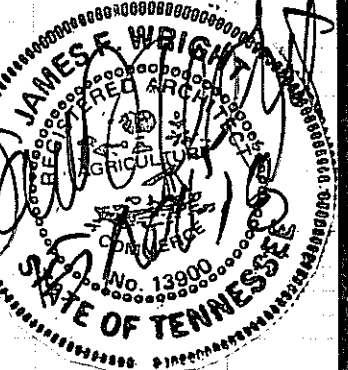
HOLLOW METAL DOOR ELEVATIONS
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RECEPTION WINDOW ELEVATION
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JOHN F. KENNEDY ELEMENTARY SCHOOL
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Kingsport, TN 37665
ABRAHAM LINCOLN ELEMENTARY SCHOOL
1000 Summer Street
Kingsport, TN 37664

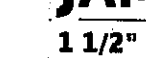
Protective Glazing for Reception Window at Ten Schools
Kingsport City Schools
400 Clinchfield Street, Ste. 200 Kingsport, Tennessee 37660.

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checked JFW
date 12/01/2010
project no. 41803

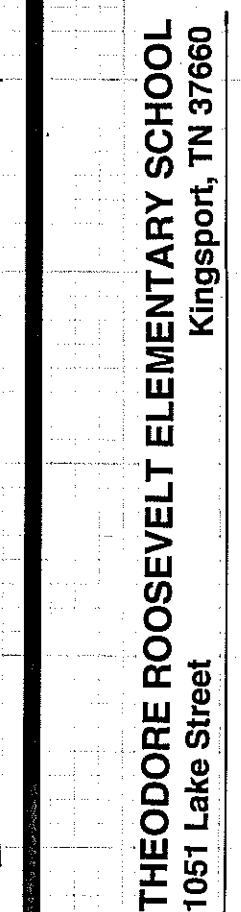
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ARCHITECTS

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Protective Glazing for Reception Window at Ten Schools
Kingsport City Schools
 400 Clinchfield Street, Ste. 200 Kingsport, Tennessee 37660

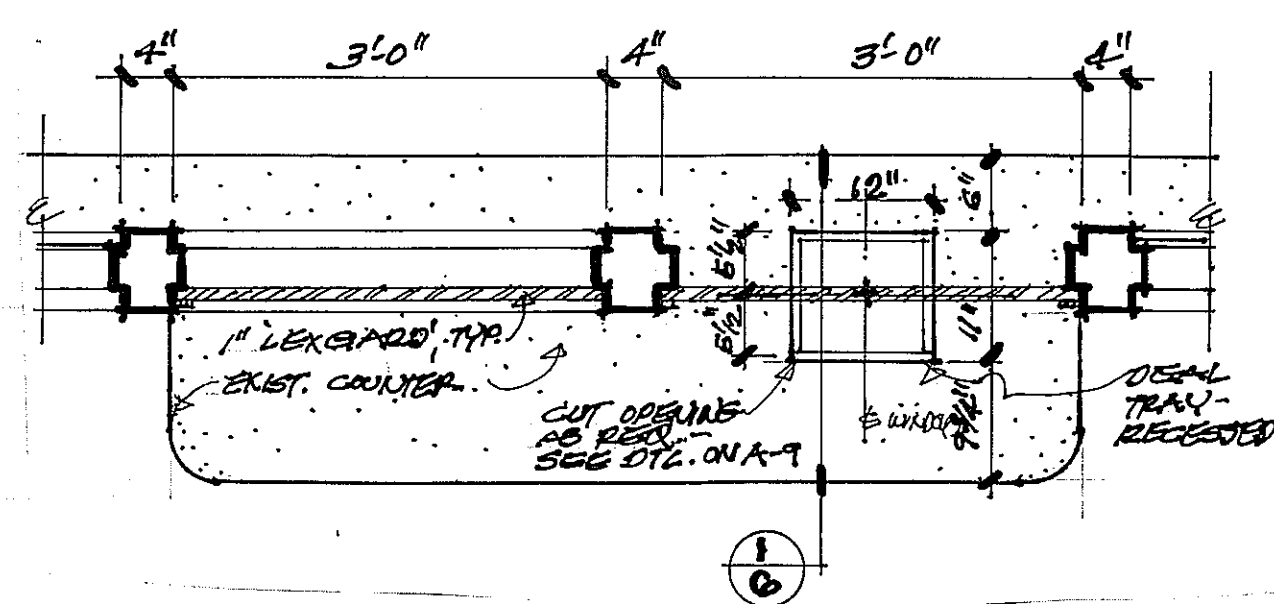
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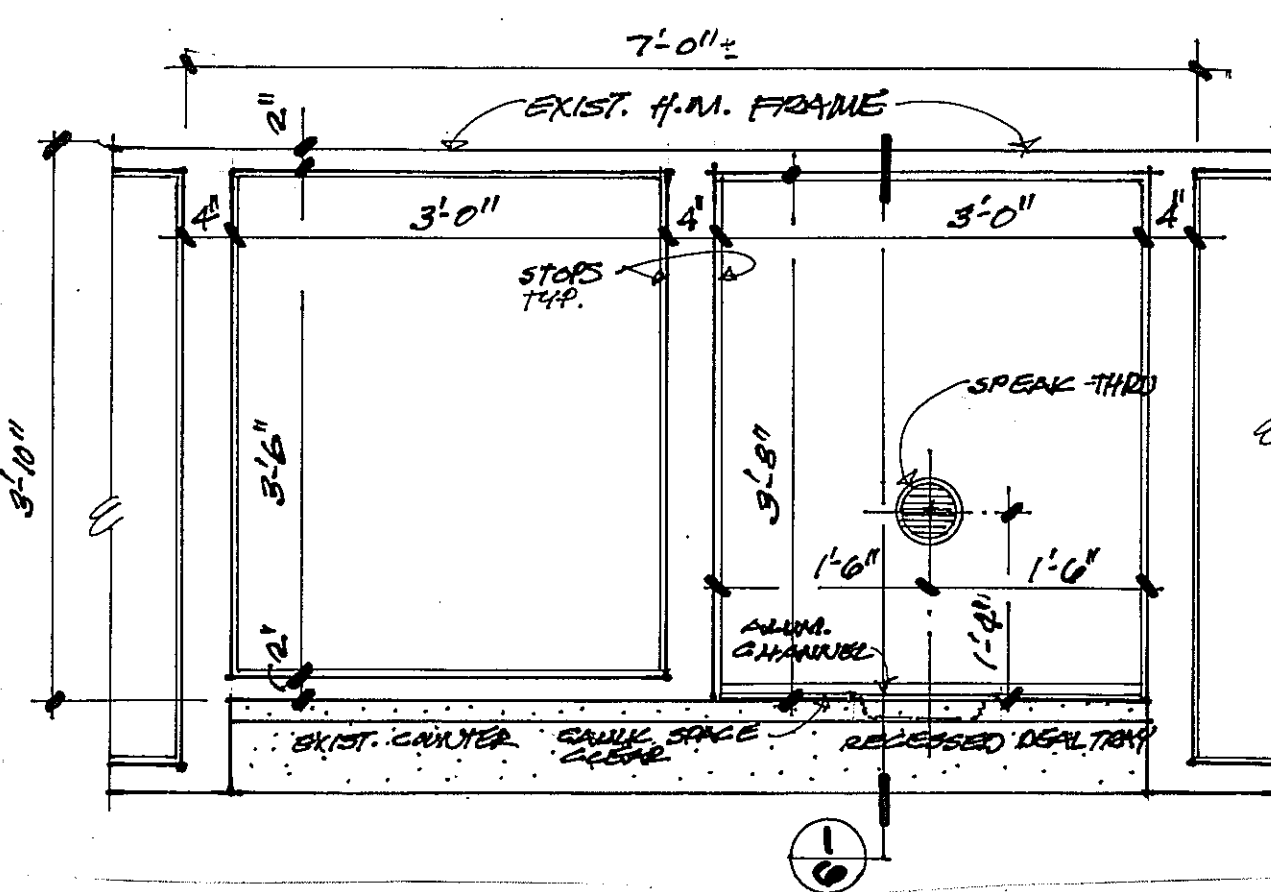
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A-5



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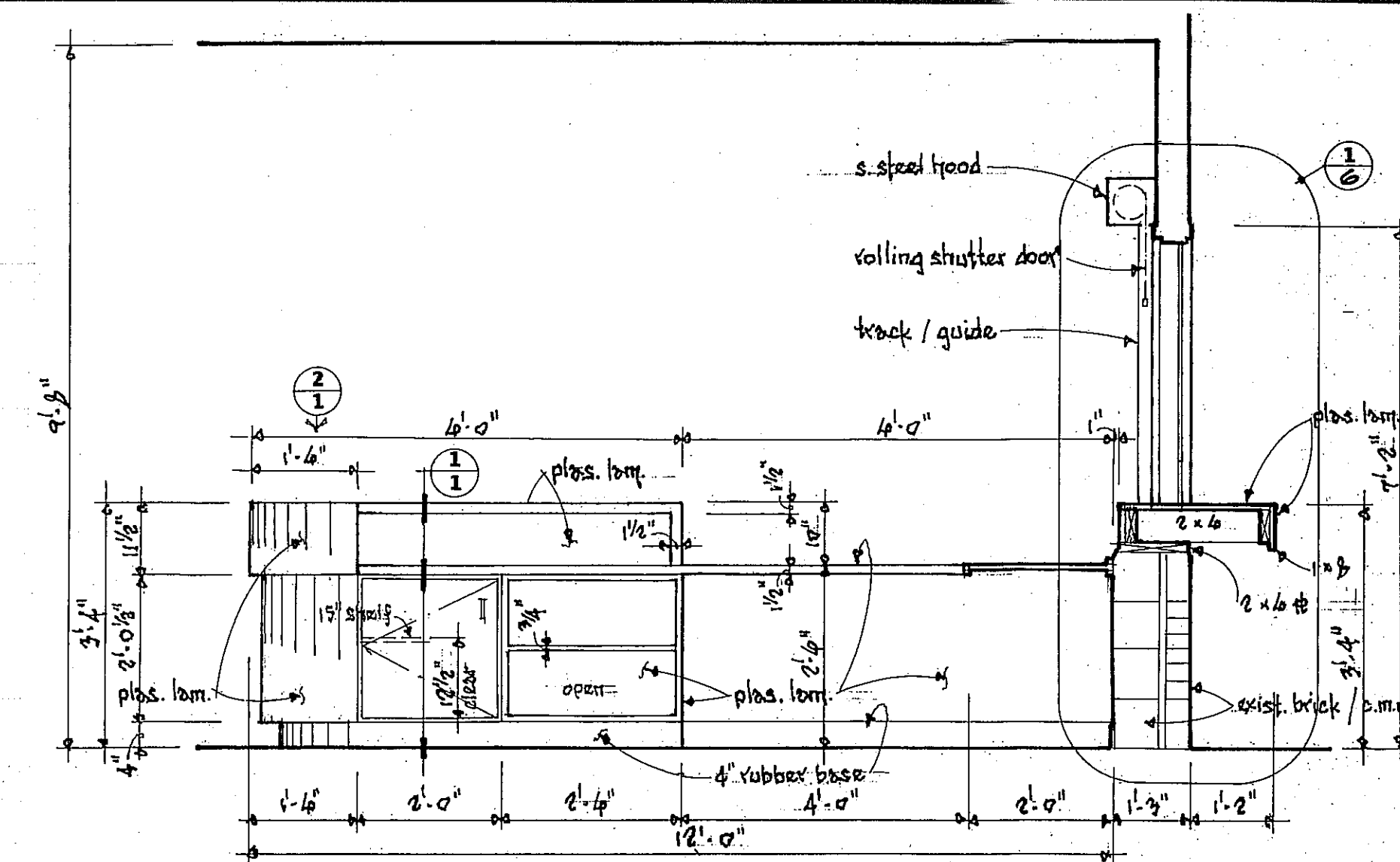


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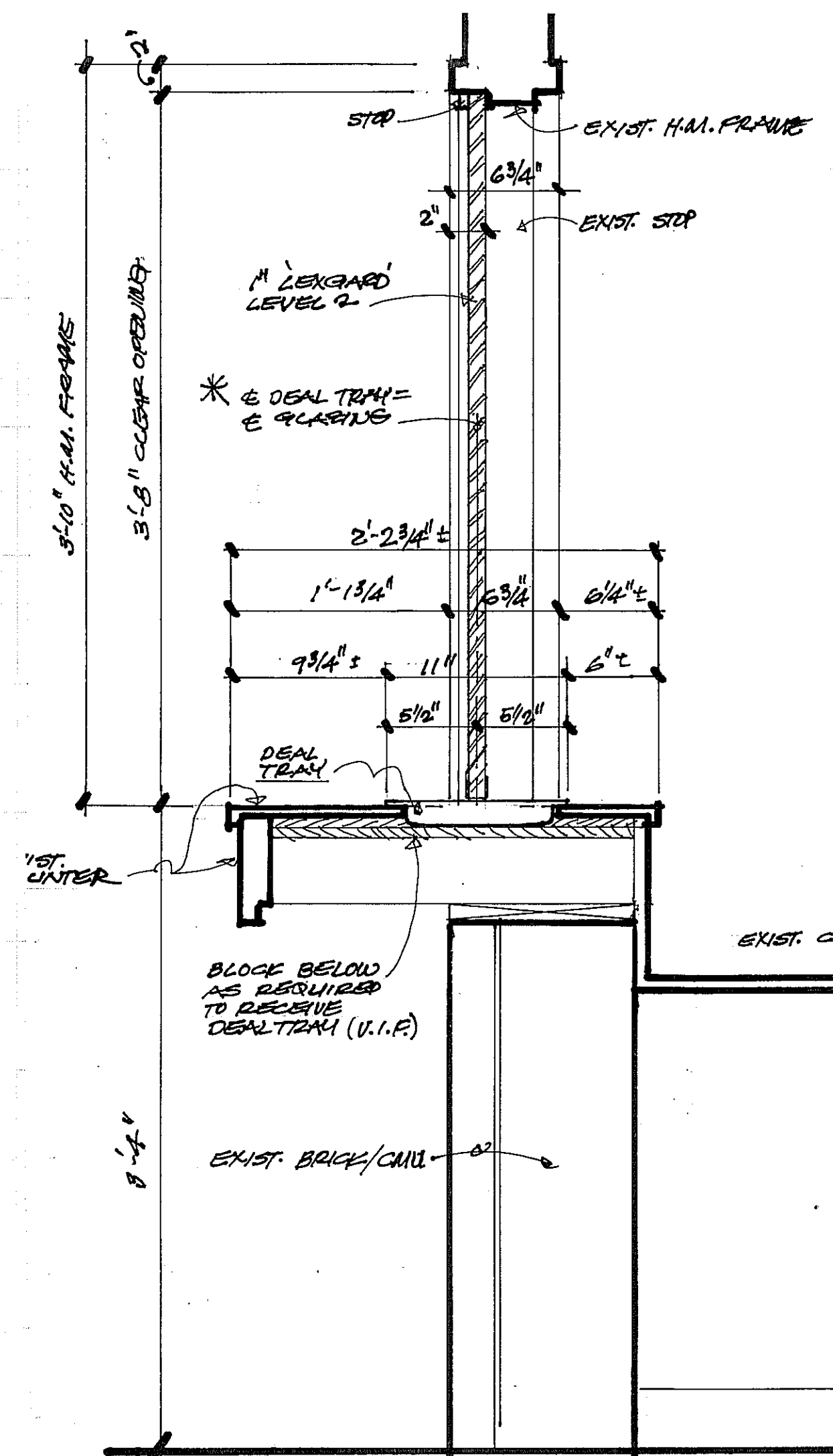


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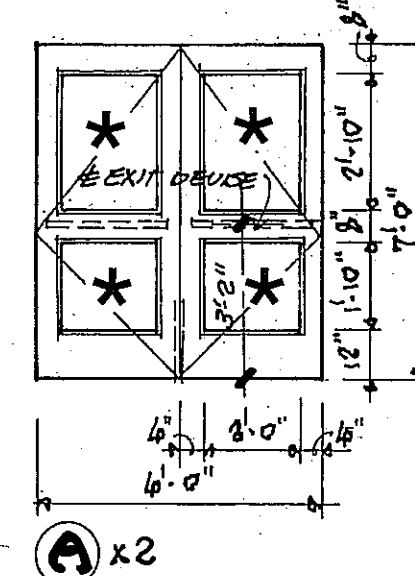
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SECTION THRU RECEPTION WINDOW

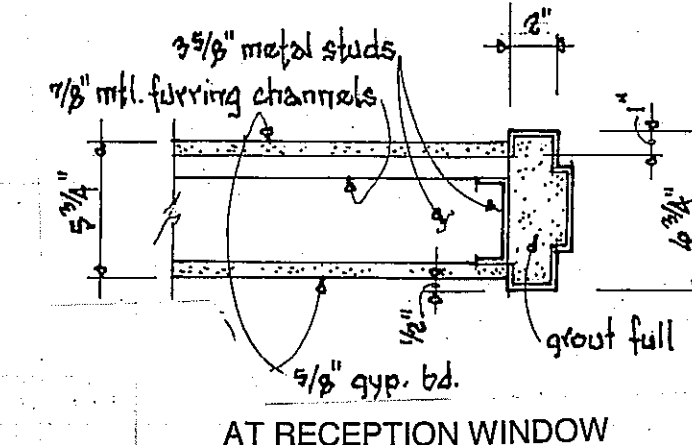
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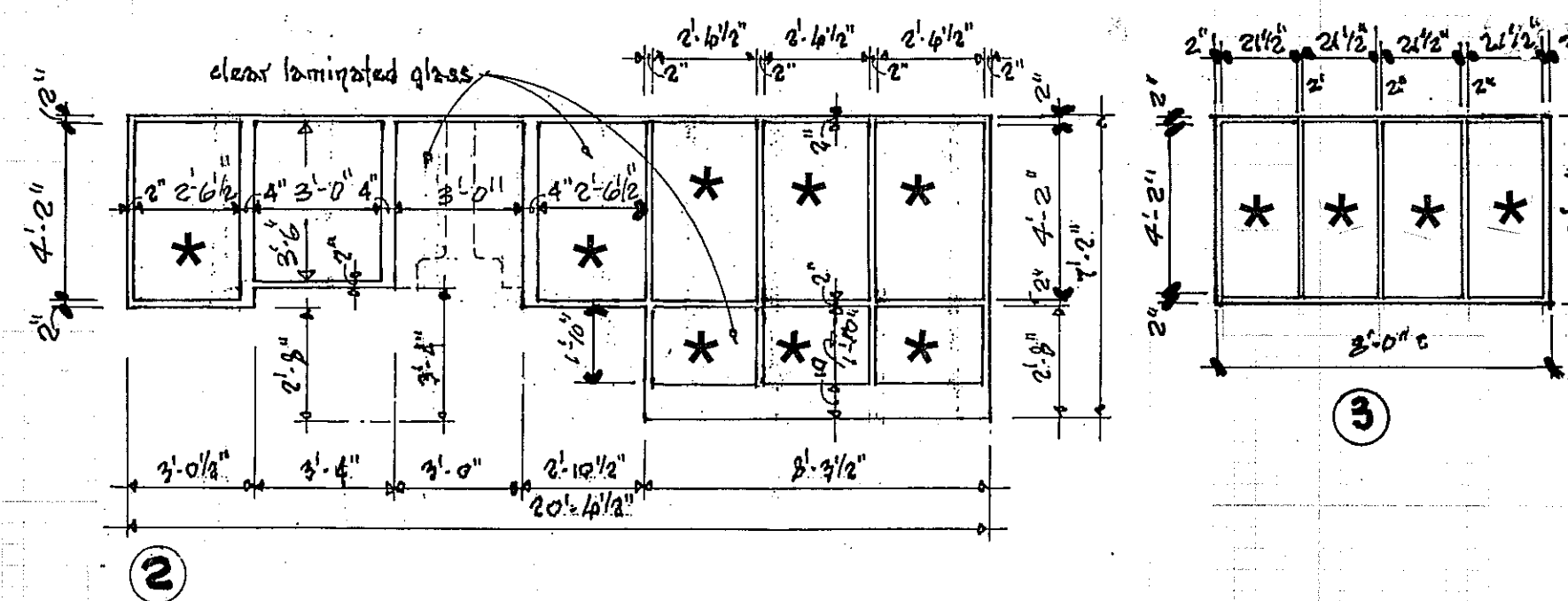
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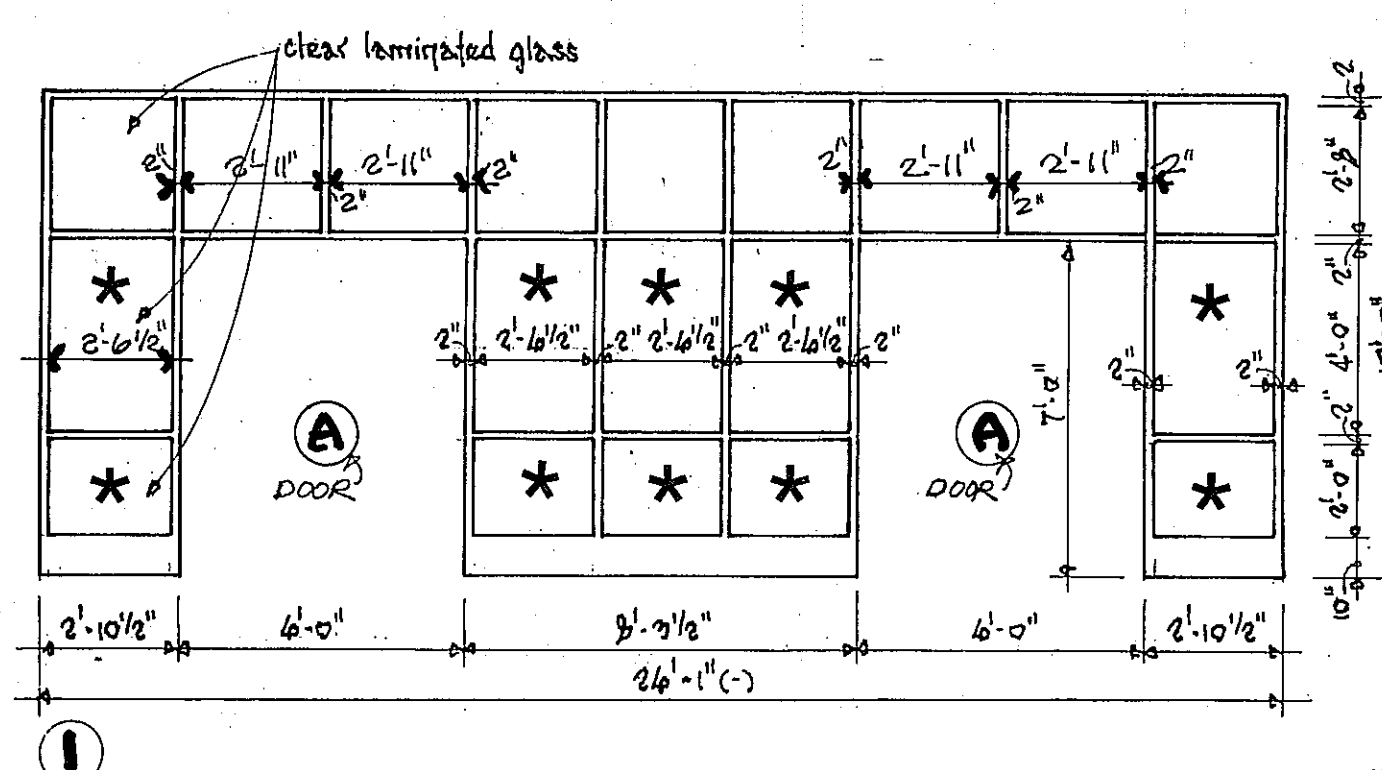
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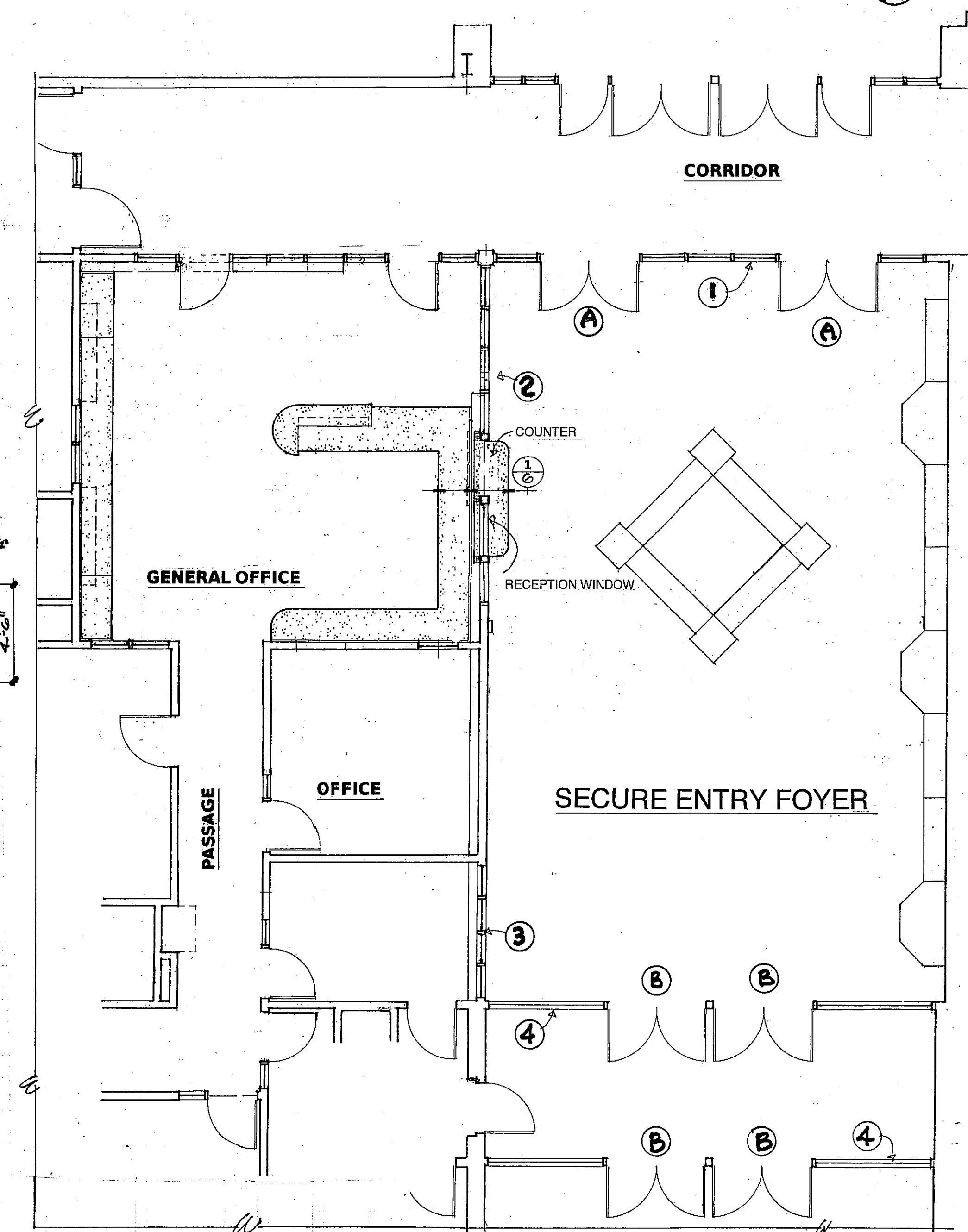
HOLLOW METAL FRAME & DOOR ELEV

@ 1/4"



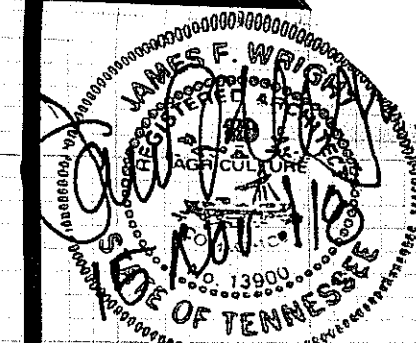
HOLLOW METAL FRAME ELEVATIONS

@ 1/4"



PARTIAL FLOOR PLAN • EXISTING CONDITIONS

@ 3/16"



1332 Baltimore Dr.
Kingsport, Tennessee 37664
423-341-8823

GEORGE WASHINGTON ELEMENTARY SCHOOL
1100 Bellingham Drive
Kingsport, TN 37660

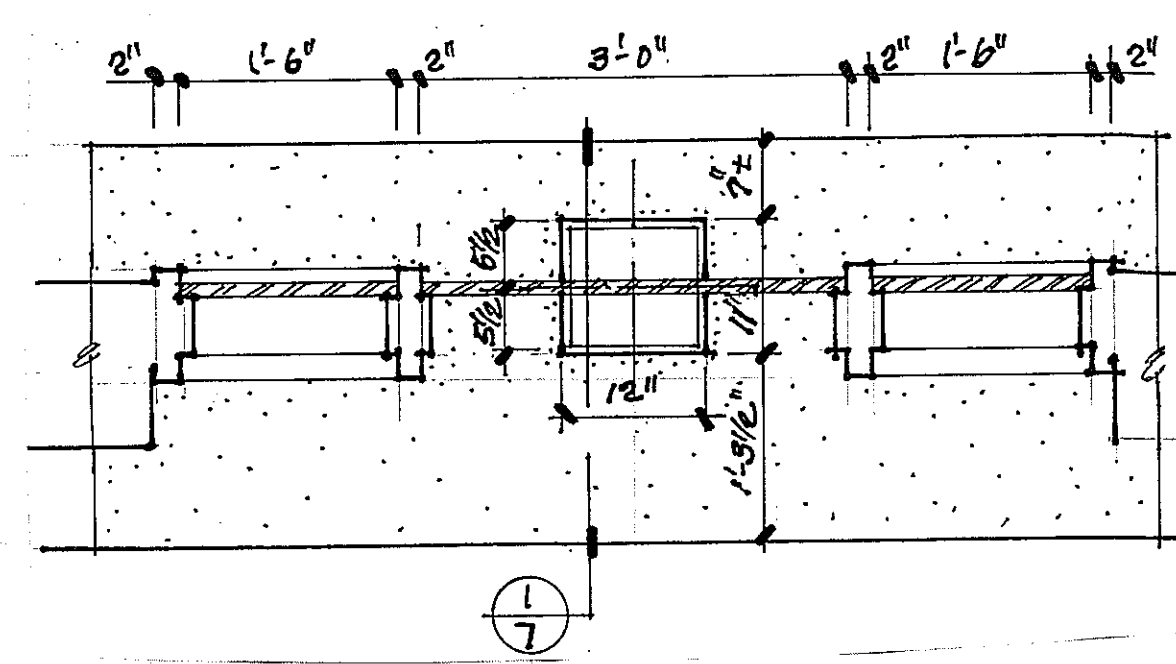
Protective Glazing for Reception Window at Ten Schools
Kingsport City Schools
400 Clinchfield Street, Ste. 200 Kingsport, Tennessee 37660

ARCHITECTS

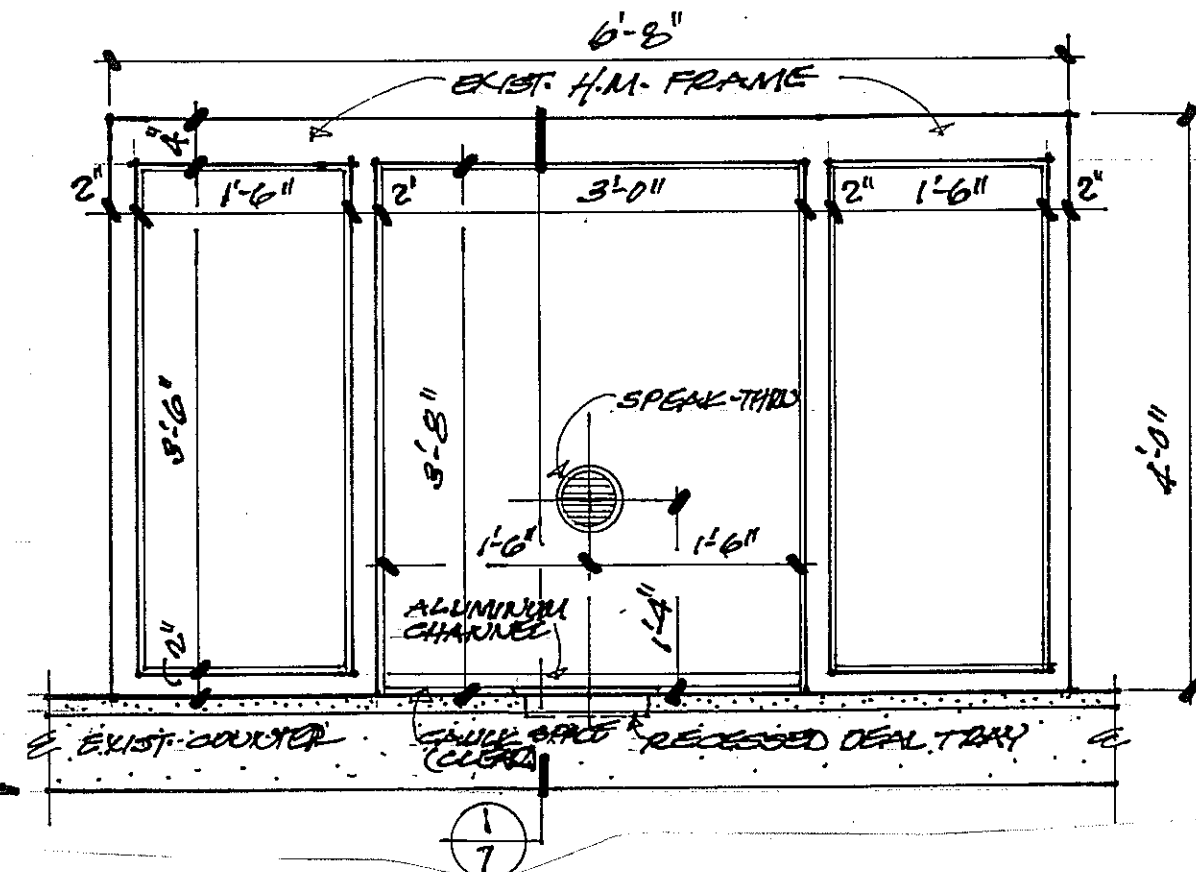
WRIGHT

drawn JFW
checked JFW
date 15 NOV 2018
project no. 011823

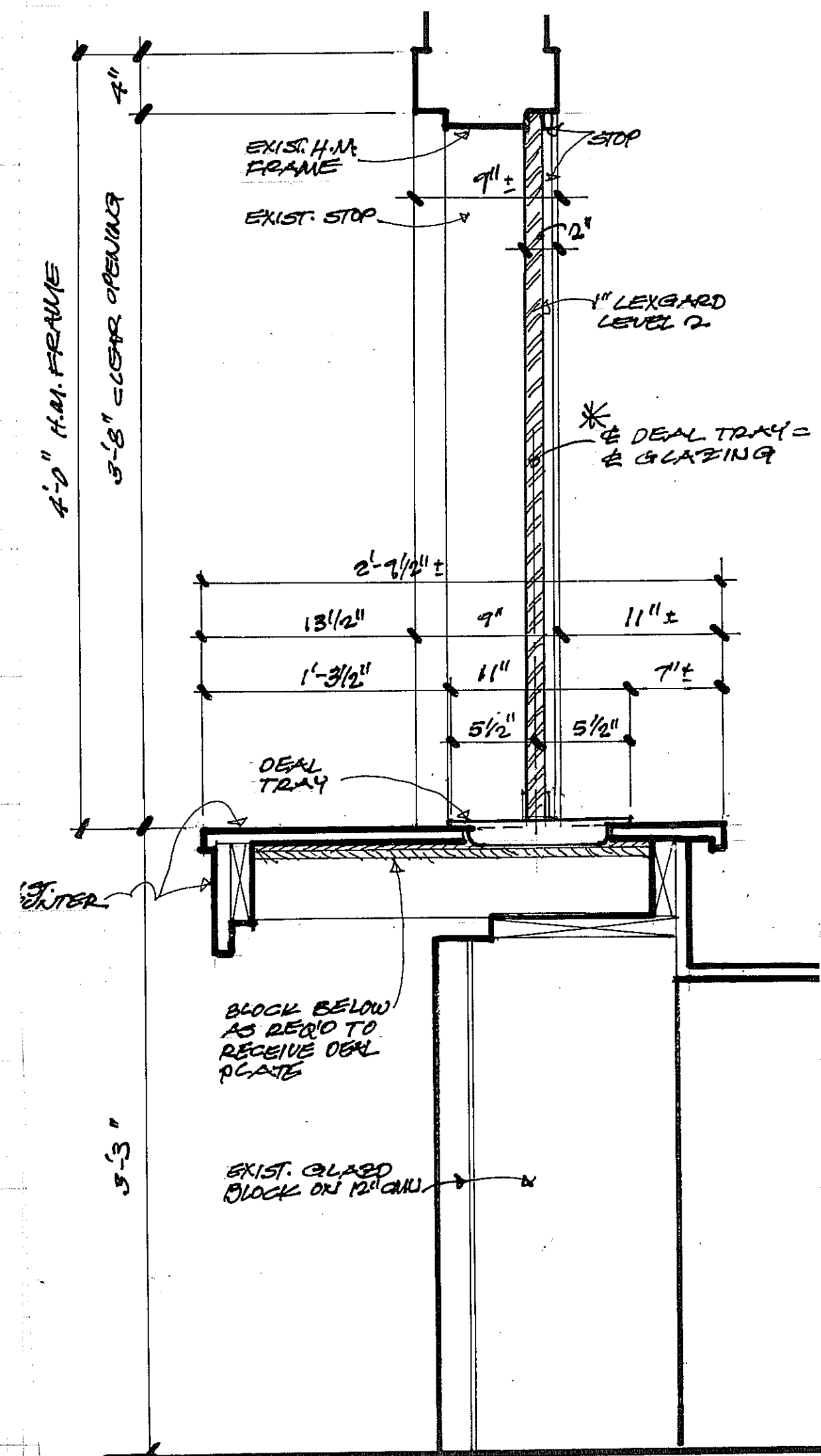
A-6



RECEPTION WINDOW COUNTER PLAN



RECEPTION WINDOW ELEVATION



SECTION THRU RECEPTION WINDOW

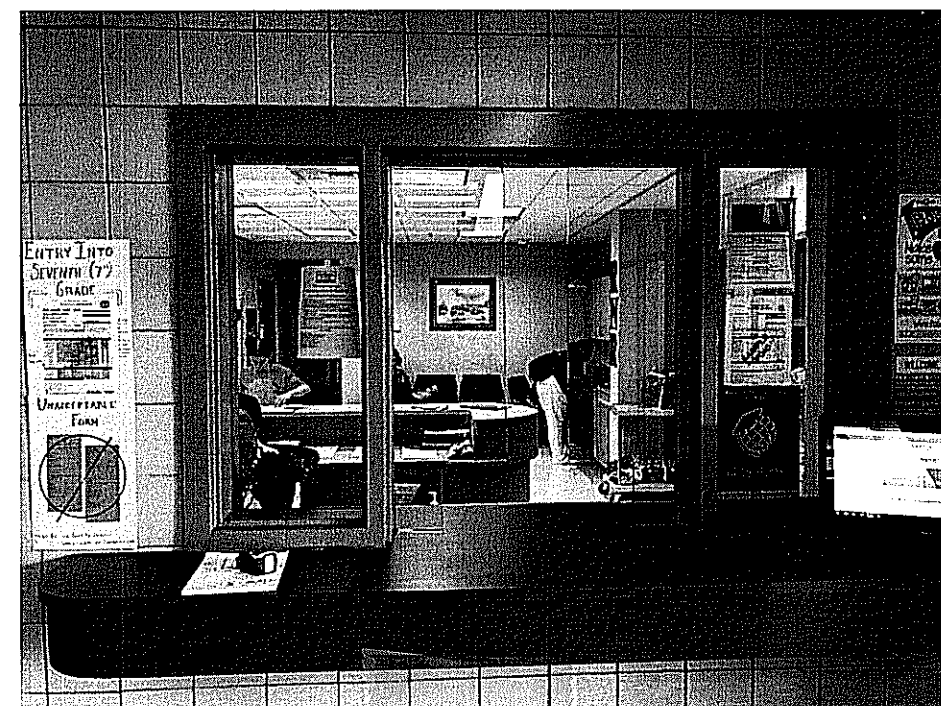
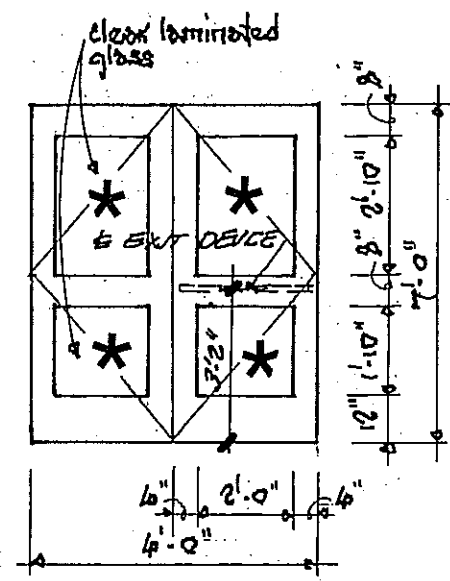
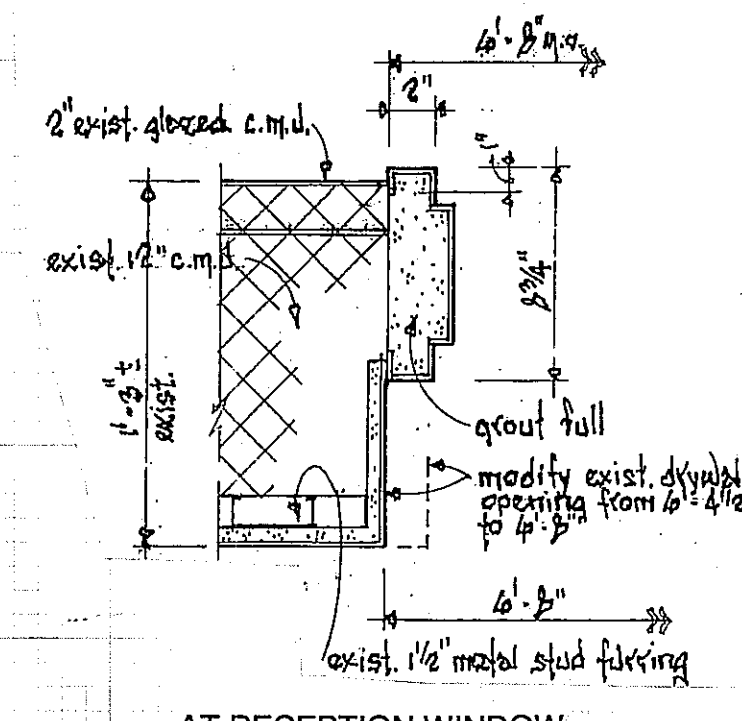
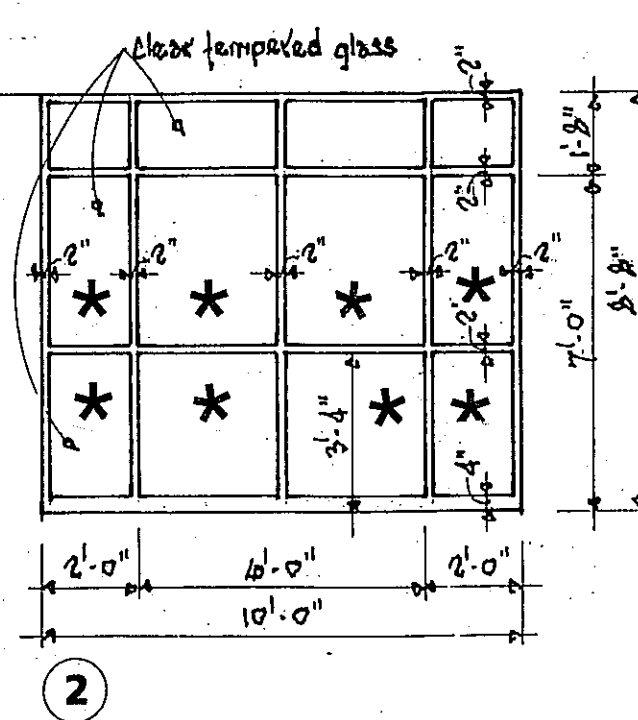


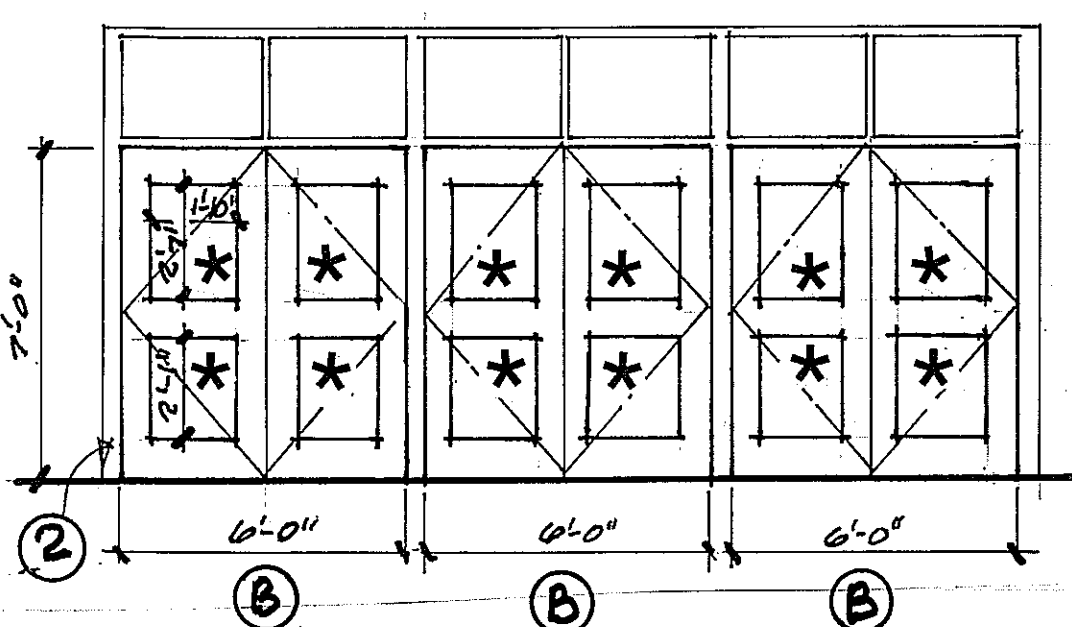
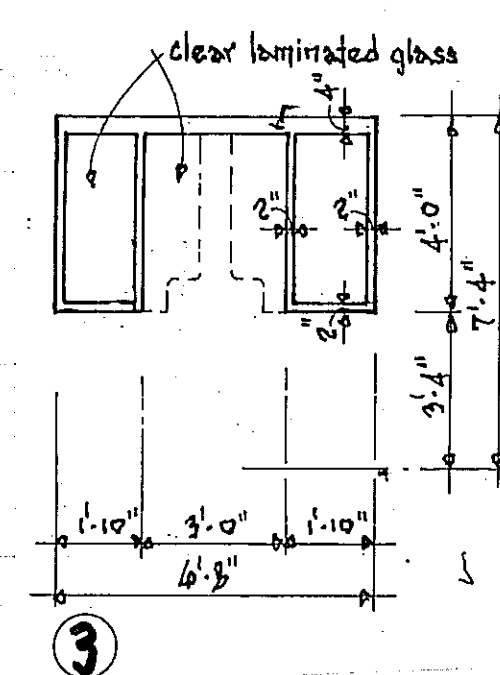
PHOTO OF EXISTING



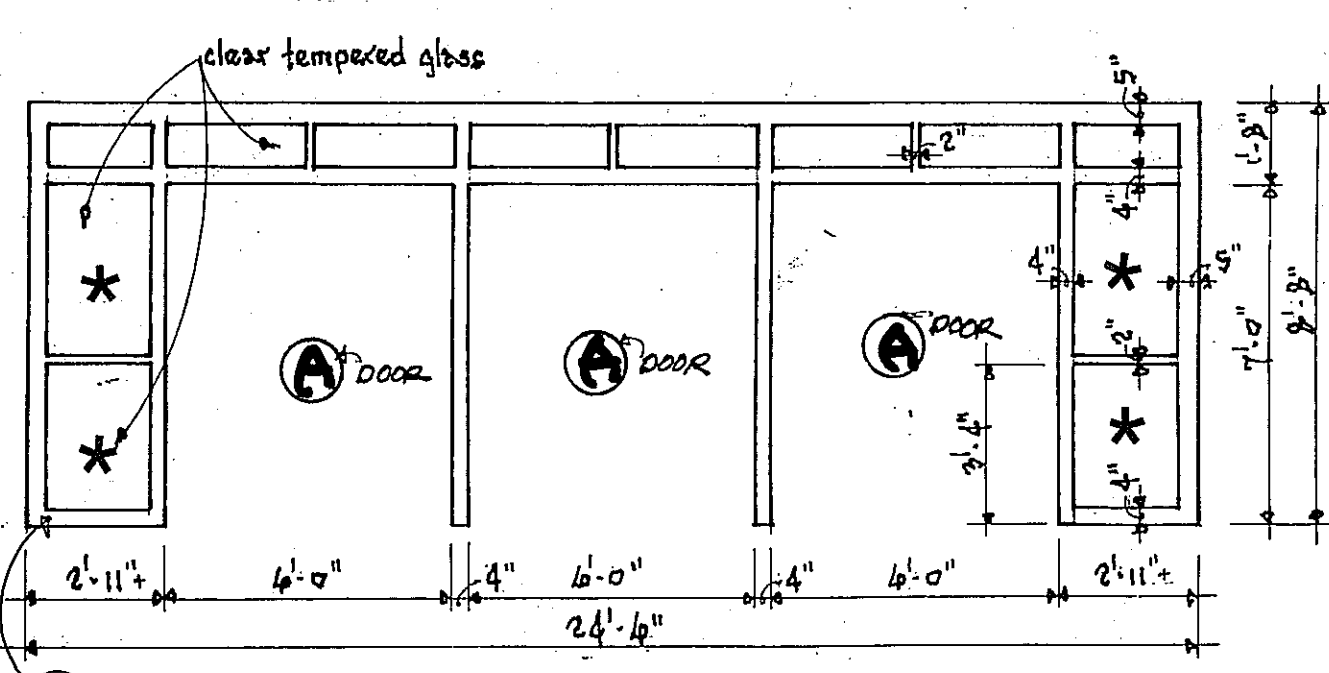
DOOR ELEVATIONS



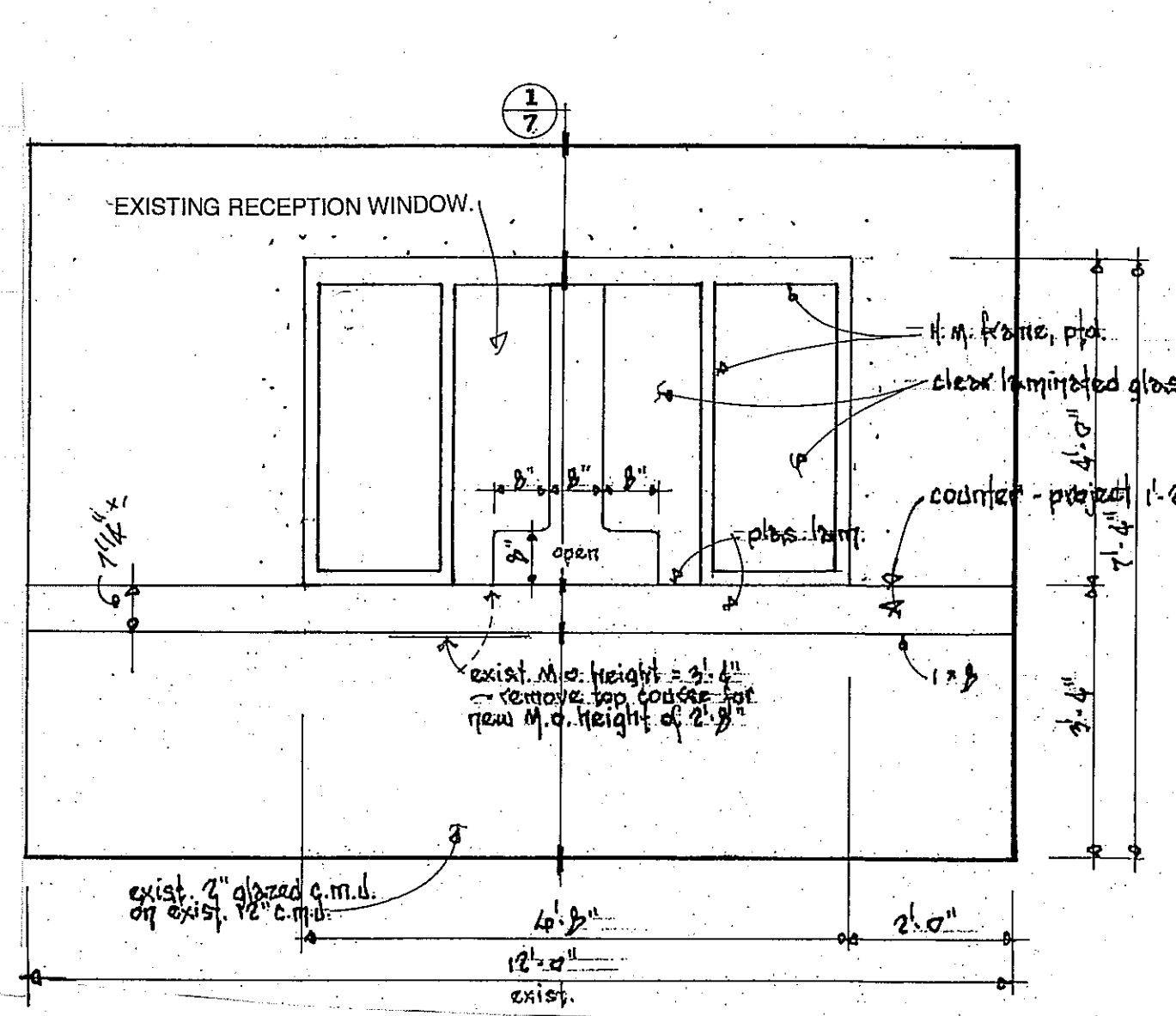
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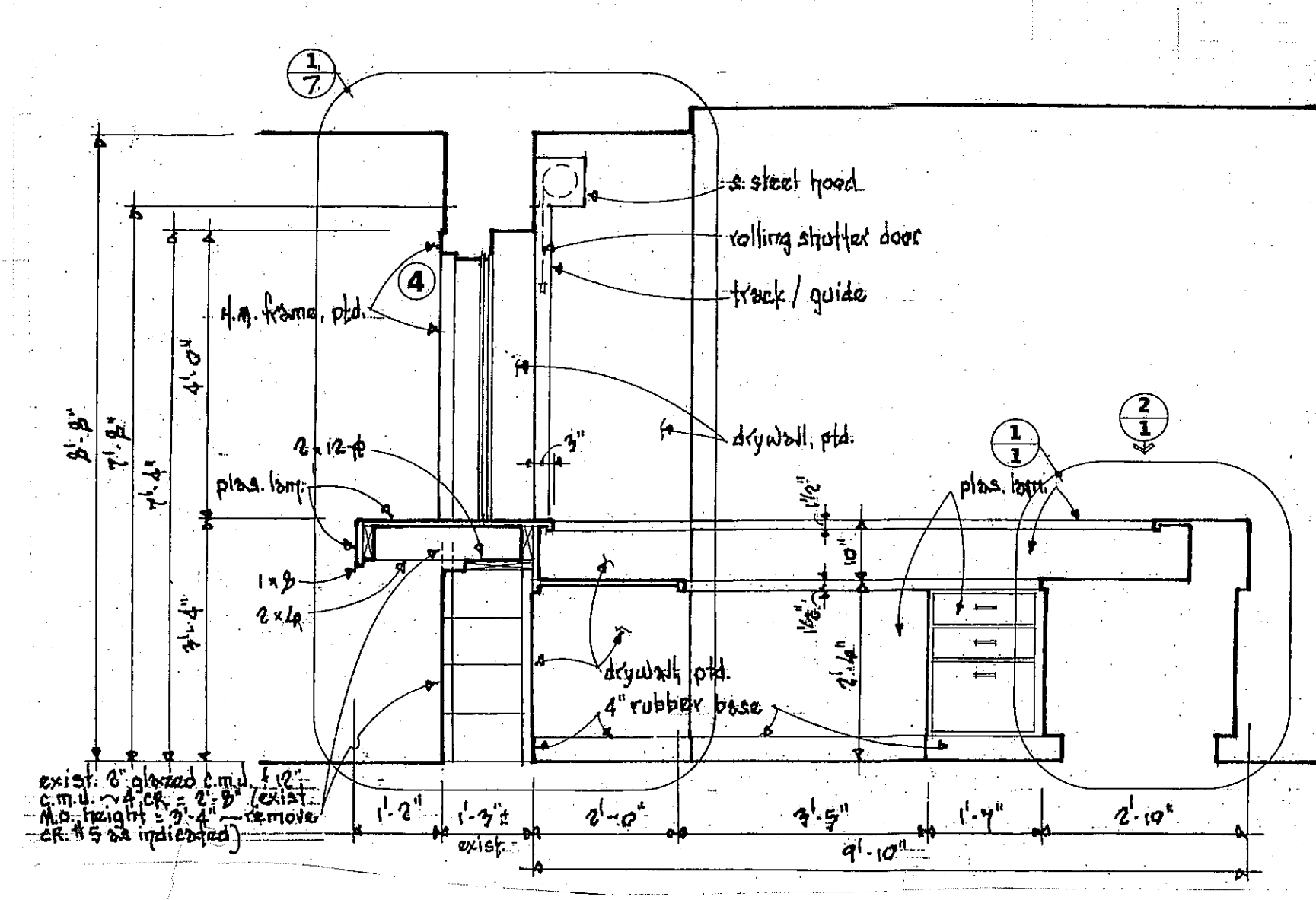
HOLLOW METAL FRAME & DOORS



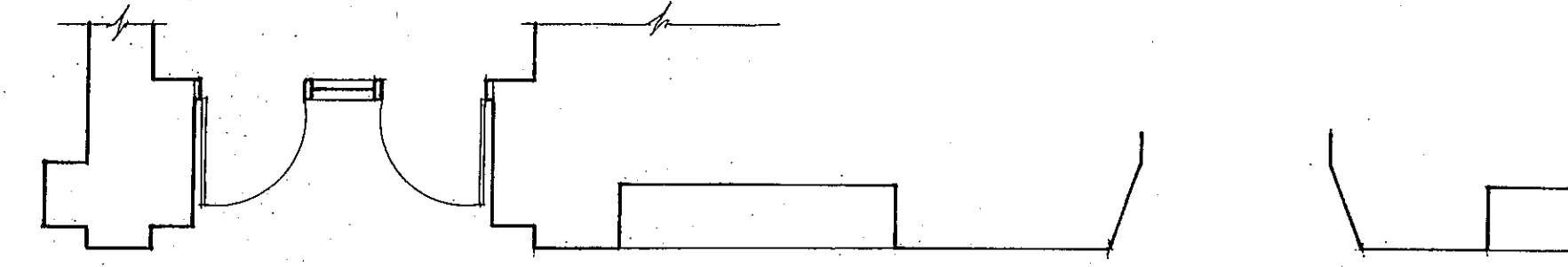
HOLLOW METAL FRAME ELEVATIONS



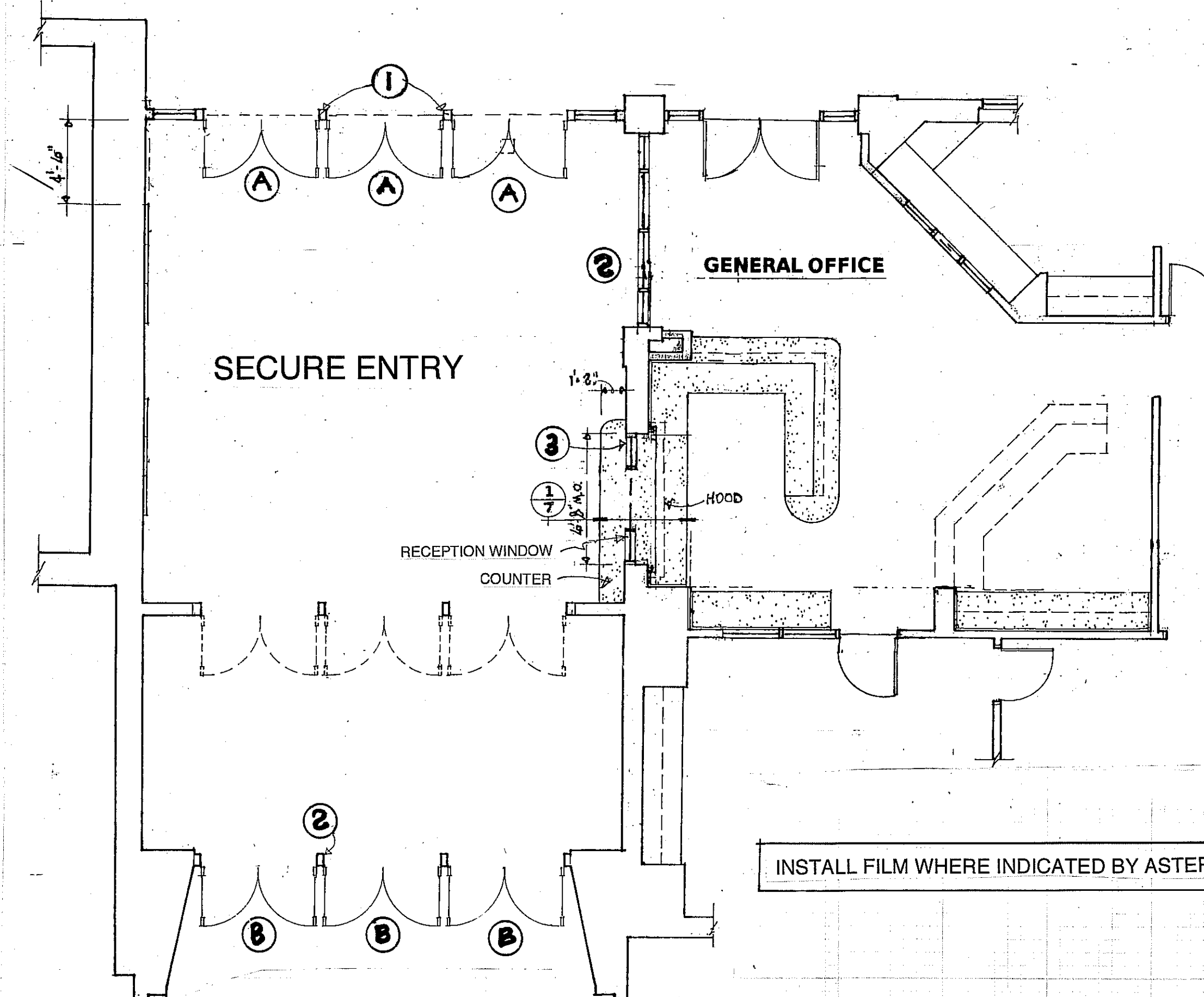
RECEPTION WINDOW ELEVATION



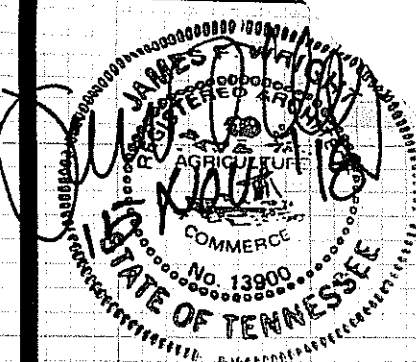
SECTION THRU RECEPTION WINDOW



CORRIDOR



PARTIAL FLOOR PLAN • EXISTING CONDITIONS



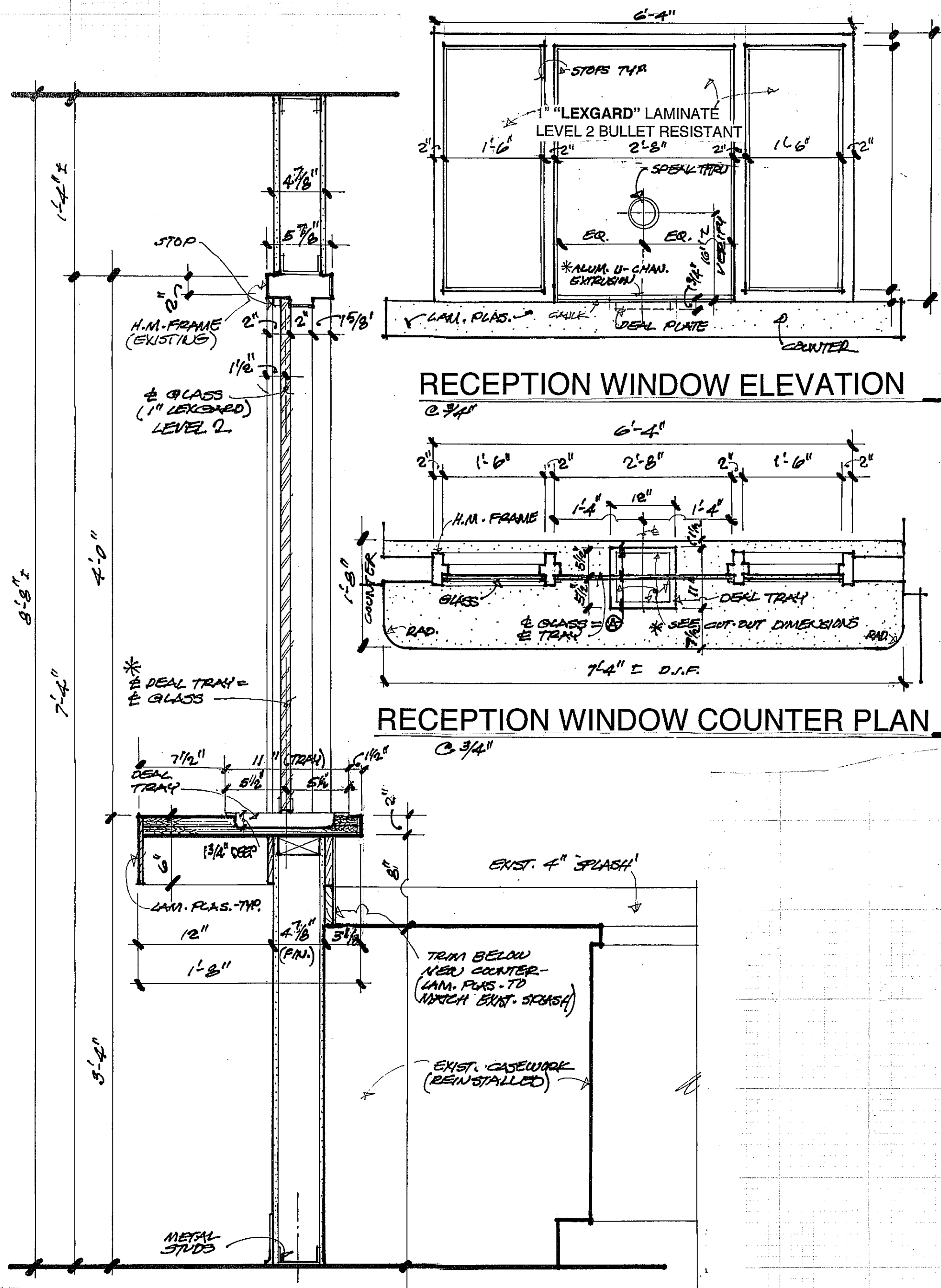
James Wright Architects, Inc.
1332 Belmeade Dr.
Kingsport, Tennessee 37664
423-341-8823

ROSS N. ROBINSON MIDDLE SCHOOL
1517 Jesse Street
Kingsport, TN 37664

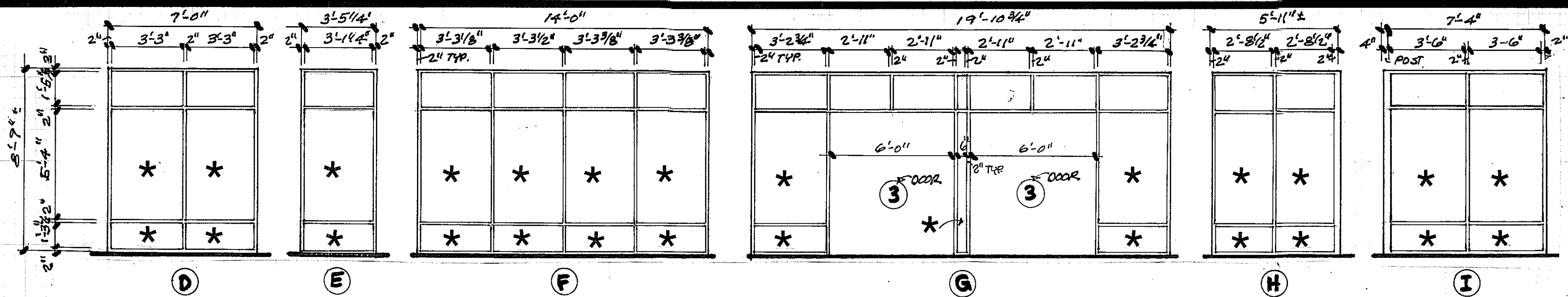
Protective Glazing for Reception Window at Ten Schools
Kingsport City Schools
400 Clinchfield Street, Ste. 200 Kingsport, Tennessee 37660

drawn JFW
checked JFW
date 15 NOV 2018
project no. W1803

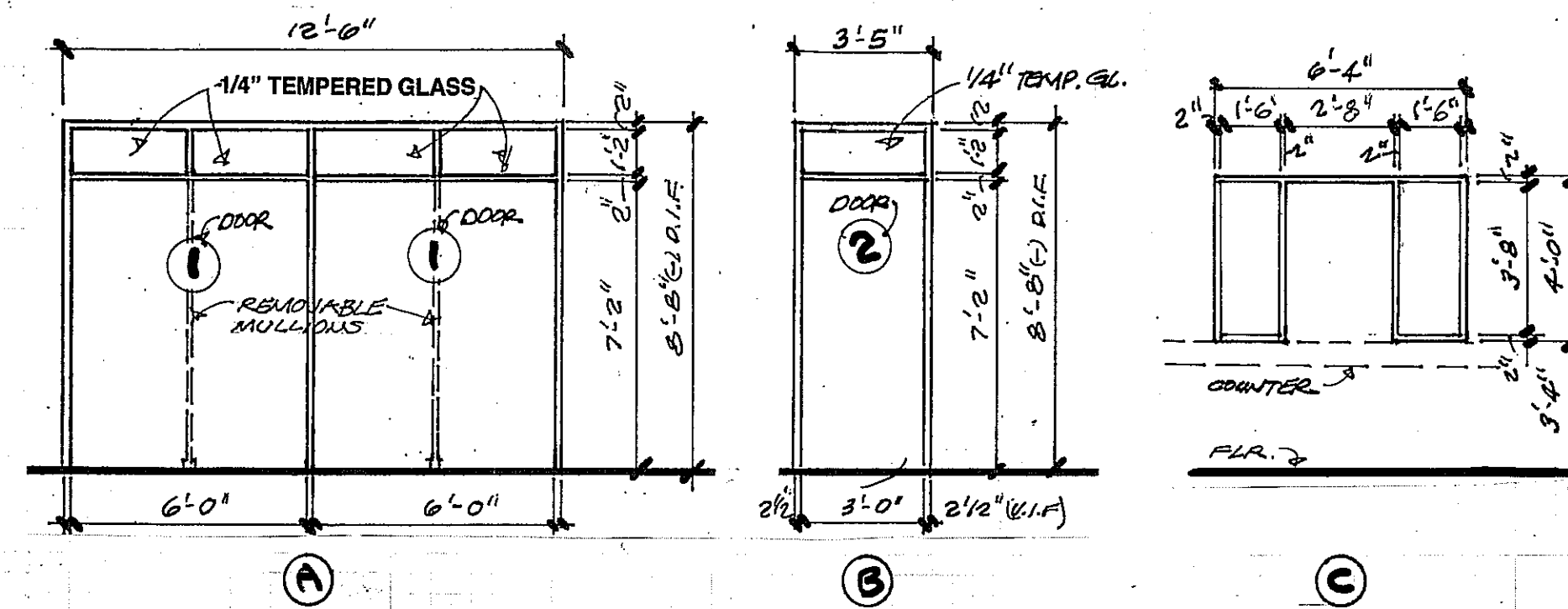
A-7



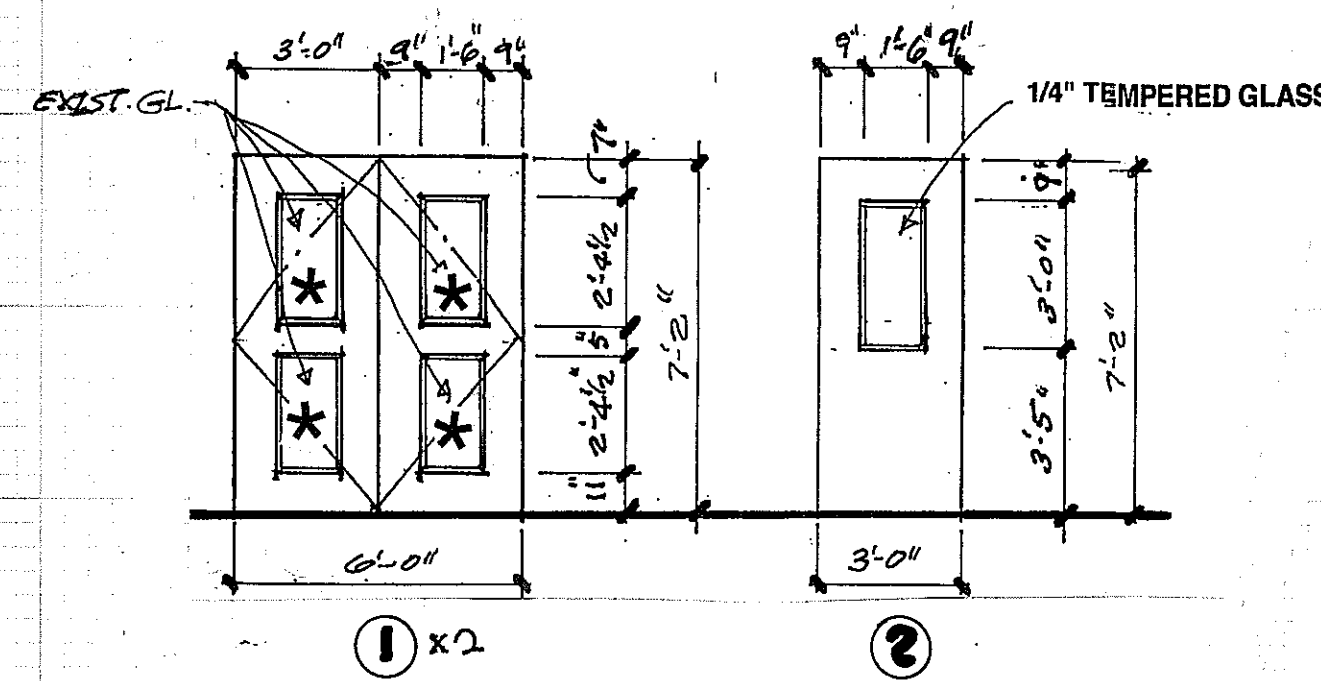
SECTION THRU RECEPTION WINDOW
@ 1/16"



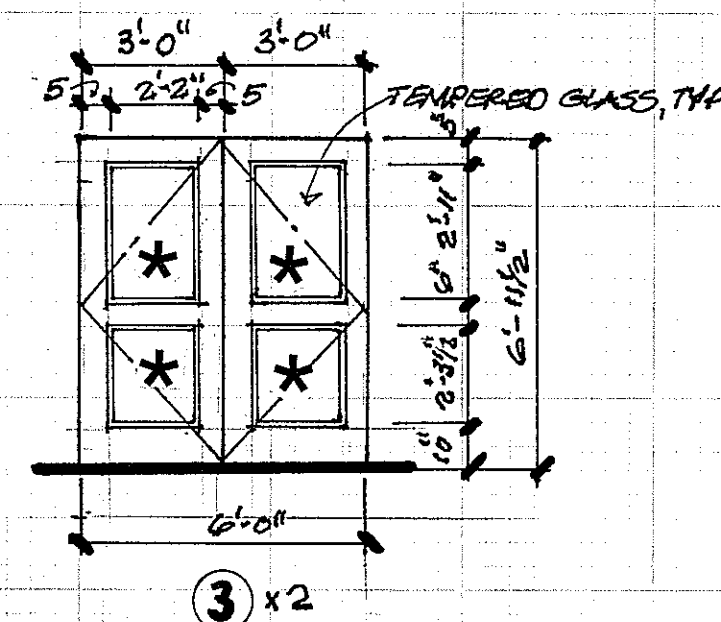
STOREFRONT FRAME ELEVATIONS



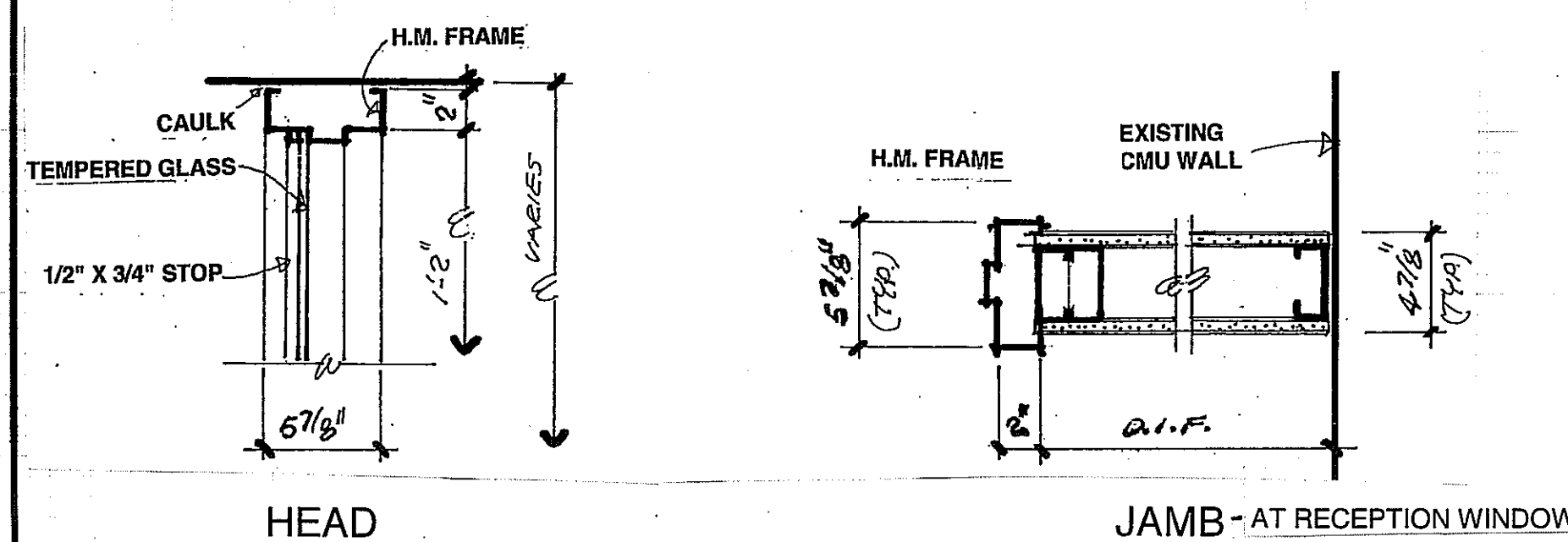
HOLLOW METAL FRAME ELEVATIONS



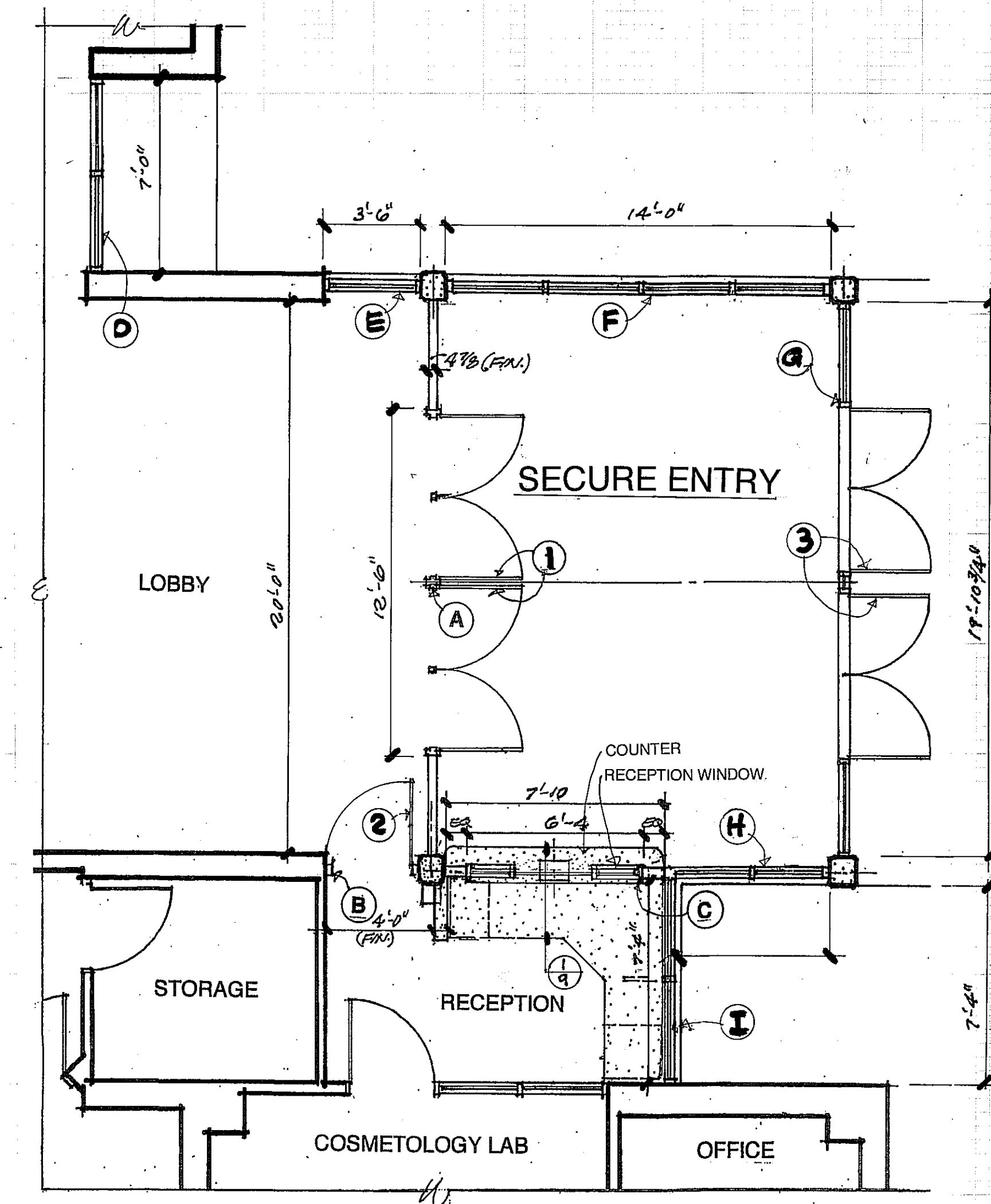
HOLLOW METAL DOOR ELEVATIONS



STOREFRONT DOOR ELEVATIONS



HOLLOW METAL FRAME DETAILS
@ 1/16"



PARTIAL FLOOR PLAN - EXISTING CONDITIONS
@ 1/4"

DOBYS-BENNETT HIGH SCHOOL - CTE BUILDING
1 Tribe Way
Kingsport, TN 37664

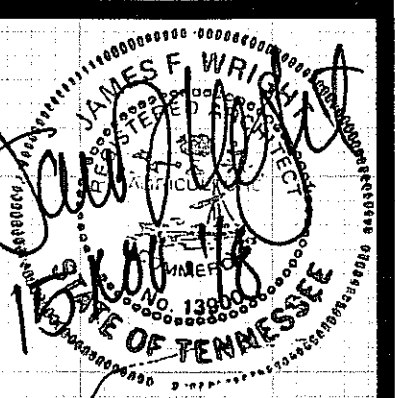
Protective Glazing for Reception Window at Ten Schools
Kingsport City Schools
400 Clinchfield Street, Ste. 200 Kingsport, Tennessee 37660

drawn JRU
checked JRU
date 15 NOV 2018
project no. W1803

A-9

ARCHITECTS

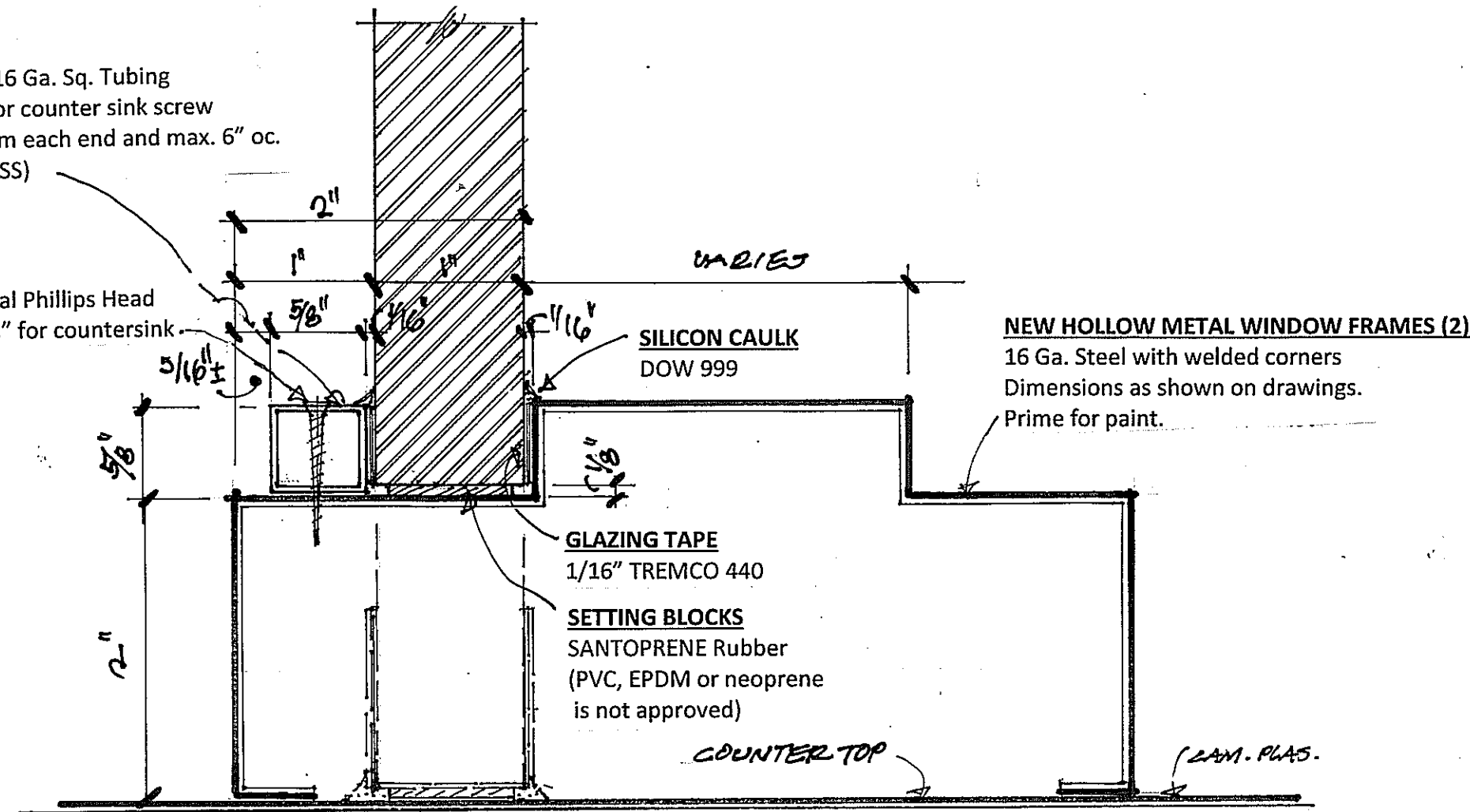
WRIGHT



1332 Belmeade Dr.
Kingsport, Tennessee 37664
423-341-8823

STOPS
5/8" x 5/8" 16 Ga. Sq. Tubing
Pre-drilled for counter sink screw
Space 2" from each end and max. 6" oc.
(HMF EXPRESS)

SCREWS
#10 TEK Oval Phillips Head
8 x 18 x 1 1/4" for countersink



TYPICAL SETTING DETAILS

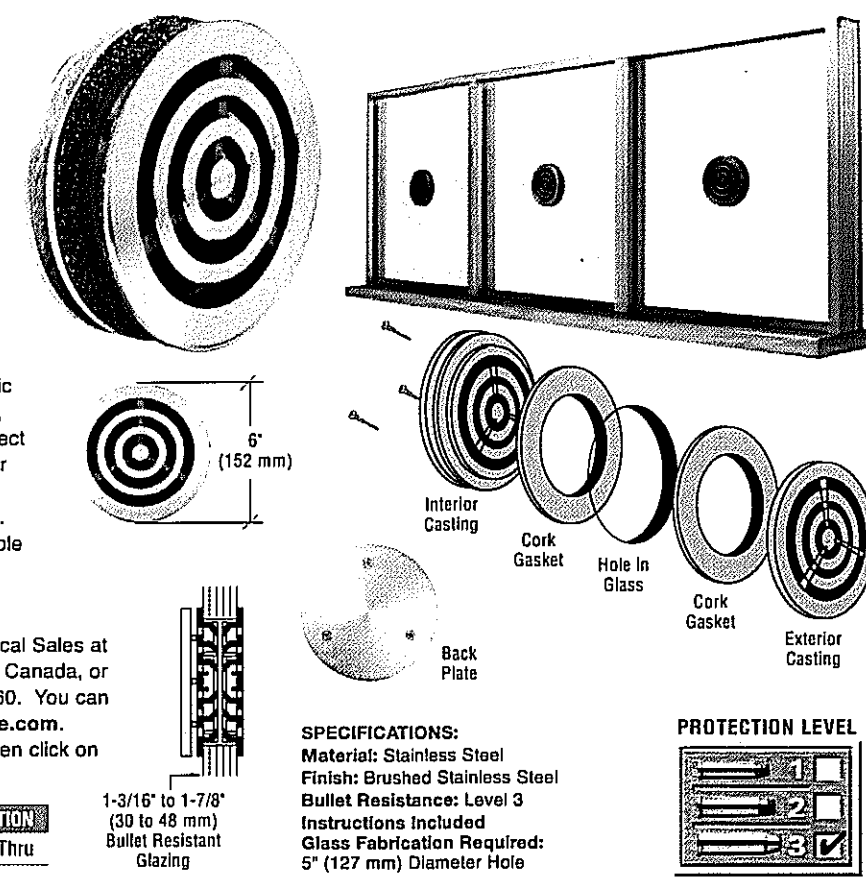
FULL SIZE

PRODUCT NAME:	Lexgard® MP1000
PRODUCT CODE:	MP1000
PERFORMANCE TESTING:	Forced Entry: ASTM F1233 Class V HP White Level IV-TP-0500.02 Ballistic: UL 752-Level 2 - UL Listed - File BP844 .357 Magnum Jacketed Lead Soft Point No Spall, No Penetration
CONSTRUCTION:	This product is laminated polycarbonate and contains exposed polycarbonate surfaces with abrasion resistant coatings on both sides.
THICKNESS:	1" Nominal (1.03")
THICKNESS TOLERANCE:	.930" / 1.130"
WEIGHT:	6.41 Lbs. / Square Foot
SIZE:	72" x 96" Maximum 12" x 12" Minimum for UL Ballistic Rating
OPTIONS:	Bronze, gray, green tint
TECHNICAL DATA:	U-Value .68 Solar Heat Gain Co-efficient .88 Light Transmission .65
APPLICABLE STANDARDS:	ANSI Z97.1 CPSC 16 CFR 1201 (Category I and II) ASTM C 1036 ASTM C 1172
SINGLE RESPONSIBILITY:	Global Security Glazing products are covered by our Single Responsibility® Program that ensures one firm has handled and is accountable for all phases of manufacturing.
INSTALLATION:	When used for ballistic protection, glazing should be installed in a UL Level 2 Bullet Resistant frame system. Holes must be covered with a UL listed device. All glass should be installed in accordance with the guidelines set forth in the current edition of the Glass Association of North America (GANA) Glazing and Sealant Manuals.
Recommended Clearance:	Face: 1/8" per side Edge: 1/4" Bite: 1"

CRL SPEAK-THRUS

CRL 6" Round Bullet Resistant Speak-Thrus

- Made of Heavy Stainless Steel With Brushed Finish
- Louvers Spaced to Deflect Projectiles
- Level 3 Bullet Resistance (.44 Magnum)



For additional information, contact CRL Technical Sales at (800) 421-6144 in the U.S., (877) 421-6144 from Canada, or (352) 588-1281 International and ask for Ext. 7760. You can also e-mail us through our web site at [crlaurence.com](mailto:info@crlaurence.com). From the home page click on Contact Us, and then click on Technical Sales for Transaction Products.

CAT. NO.	DESCRIPTION
N666	6" (152 mm) Round Speak-Thru

Minimum order: 1 case.

CRL Optional Spacer Rings for N666 Speak-Thrus

- Allows the Use of N666 Speak-Thru With Glazing Less Than 1-3/16" (30 mm) Thick

Solid aluminum Spacer Ring used when installing our N666 Bullet Resistant Speak-Thru in glazing less than 1-3/16" (30 mm) thick. Depending on the thickness of the glazing material, Spacer Kits include either one or two rings. Be sure to check Glazing Thickness Flange in chart below before ordering.

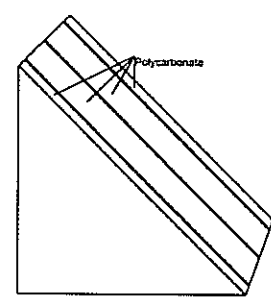
SPECIFICATIONS:
Material: Aluminum
Finish: Brushed Aluminum
Instructions Included

CAT. NO.	GLAZING THICKNESS RANGE	SPACERS IN KIT
----------	-------------------------	----------------

SR666114 1-5/16" to 1-1/8" (23 to 29 mm) One 1/4" (6 mm) Thick

CRL C.R. LAURENCE COMPANY
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LEXGARD® MP1000 LAMINATE



Offering innovative solutions for bullet, blast, impact and wind resistance.

SPECIFICATIONS

- LEXGARD® MP1000 laminate: four-ply, clear, extruded polycarbonate of the following construction:
- 1/2" Polycarbonate sheet with an abrasion resistant surface
 - Polyurethane interlayer
 - 1/2" Polycarbonate sheet
 - Polyurethane interlayer
 - 1/2" Polycarbonate sheet
 - Polyurethane interlayer
 - 1/2" Polycarbonate sheet with an abrasion resistant surface
- Material shall have a flexural strength not less than 13,500 psi (ASTM D790); 72% light transmission (ASTM D1003). Material shall be a total thickness of 1.03" ± .05. Material shall have an abrasion resistant surface to improve service life performance, and must conform with ICCO, BOCA, and SBCCI Model Building Codes as an Approved Light Transmitting Plastic with a C1 (CC-1) flammability performance level.

TYPICAL PROPERTY VALUES

- Gauge/Tolerance: 1.03"±.05"
- Weight: 6.4 lbs. per sq.ft.
- Shading Coefficient: .93 clear
- U-Factor: 0.62
- Light Transmission (Average Gardner Value): 72 (clear)

Standard Sheet Sizes (in inches)

- 36 x 96
- 48 x 48
- 48 x 60
- 48 x 72
- 48 x 96
- 60 x 96
- 72 x 96

BALLISTIC AND FORCED ENTRY RATING AND TEST RESULTS

Complies with the requirements of HPW-TP-0500.02 for Level I V (Step 52) forced entry material.

- Test result = Level IV (Last step passed = Step 52)

- Tested using ASTM F 1233-08 forced entry standard:
- Test result = Contraband Class II (Last step passed = Step 11)
 - Test result = Body passage Class V (Last step passed = Step 41)

- Recognized by Underwriters Laboratory as providing Level 2 (.357 Magnum) hand gun protection per UL Standard 752.
- Test procedures for above products are available from: H.P. White Laboratories, 3114 Scarborough Road, Street, Maryland 21154.

GLAZING INFORMATION

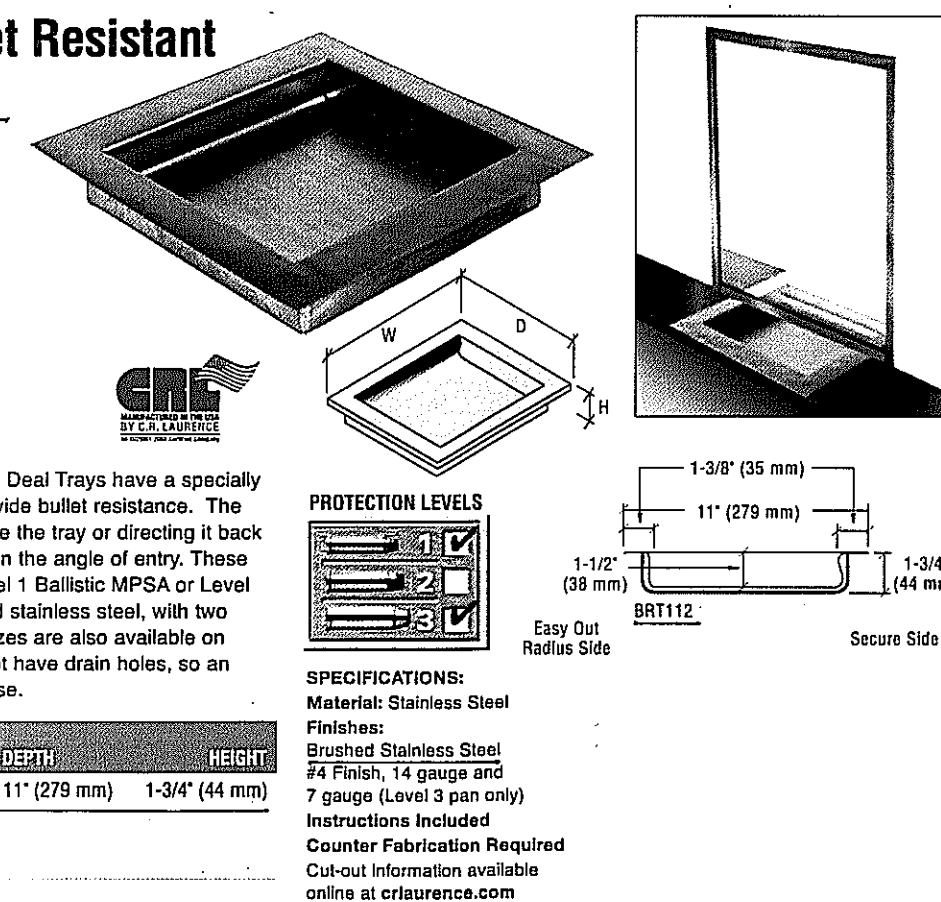
- Structural security metal framing rated to the appropriate bullet resistant level is suggested.
- A minimum edge engagement of one (1) inch is recommended with allowances for material expansion. (Larger items may require deeper engagements.)
- The use of compatible sealant or gasket material is recommended, with flexible material on both sides of the laminate.
- Do not use PVC gasket material. Do not use setting blocks made from PVC, EPDM, or neoprene rubber materials. Santoprene® rubber should.
- If these other rubber products are required, a protective barrier material should be used between the rubber setting block and the LEXGARD® sheet edge.

Santoprene® is either a registered trademark or trademark of Exxon Mobil.

Lexgard® is either a registered trademark or trademark of Global Security Glazing.

Non-Ricochet Bullet Resistant Drop In Deal Trays

- Inner Curved Design Provides Bullet Resistance
- Easy Out Radius on Customer Side
- Brushed Stainless Steel
- Level 1 or Level 3 Protection Offered

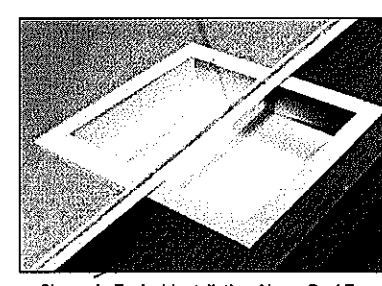


Minimum order: 1 case.

CRL C.R. LAURENCE COMPANY
crlaurence.ca crlaurence.com.au crlaurence.co.uk crlaurence.de crlaurence.eu | 687G

CRL 1-1/4" Aluminum U-Channel

- Satin Anodized and Duralumin Bronze Finish Extruded Aluminum Used to Secure or Conceal the Edge of Glazing Up To 1-1/4" (32 mm) Thick



This 1-1/4" (32 mm) Aluminum U-Channel is made to secure or conceal the edge of bullet resistant acrylic. Typical uses include mounting glazing panels above Deal Trays and Transaction Drawers, or securing the base of buttresses and ballies to the counter surface when fabricating Bullet Resistant Barrier Systems.

Satin Anodized

Custom Aluminum U-Channel can be special ordered for nominal 1-1/4" (32 mm) bullet resistant polycarbonate which may be too thick for SV643. Contact CRL Transaction Technical Sales for details.

CAT. NO.	DESCRIPTION	FINISH	STOCK LENGTH
SV643A	1-1/4" U-Channel	Satin Anodized	12 Ft. (3.66 m)

Minimum order: 1 stock length. Finishes can be confirmed for security pricing. A Packaging Charge will be added to orders of fewer than six stock lengths.

CRL C.R. LAURENCE COMPANY
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Protective Glazing for Reception Window at Ten Schools

Kingsport City Schools

400 Clinchfield Street, Ste. 200 Kingsport, Tennessee 37660

WRIGHT

ARCHITECTS

revision

date

no.

drawn *JS*
checked *JS*
date *12/11/2012*
project no. *W1804*

A-10