



DESIGN-BUILD REQUEST FOR PROPOSAL (RFP) MANUAL

Date: October 9, 2025

For the Project Titled
**MONTGOMERY COUNTY SHERIFF'S OFFICE
FIRE SYSTEM UPGRADE**

Bid# 2025-1002

**LOCATED AT
120 COMMERCE ST
CLARKSVILLE, TN 37040**

**OWNER:
MONTGOMERY COUNTY GOVERNMENT
1 MILLENNIUM PLAZA, SUITE 205
CLARKSVILLE, TN 37040**

COUNTY MAYOR: WES GOLDEN



**DEPARTMENT NAME: MCSO
FACILITIES MANAGER : JEFF WILLIAMS**

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REQUEST FOR PROPOSALS

Proposals for the Montgomery County Sheriff's Office Fire System Upgrade located at 120 Commerce St, Clarksville, TN 37040 will be received by Elizabeth Black, Purchasing Agent, Montgomery County Purchasing at 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040 until **2:00 P.M. CDT on Wednesday, November 12, 2025.**

In accordance with the terms and conditions of the Contract, the Contractor (shall perform the work of this Request for Proposal (RFP) for Montgomery County as described below.

The Scope of Work: MCSO currently has an Edwards EST 3 Fire system in place. Due to the age of that system and parts becoming obsolete, we would like to replace all panels and necessary components with the Edward EST 4 fire panels. The Scope of work will include discovery, removal and installation of the upgraded panels as listed on the next page. Upgrades will be made to only the required components. Compatible components and devices may be re-used. Main Panel, Lobby and Maintenance shop panels will be full color LCD Touch display. Contractor will be responsible for providing and installing low voltage Fire Alarm System cable and Fire Alarm System devices. They will also provide any necessary drawings, supervision, final connection and programming of the control panel. Contractor will be responsible for testing and certification of the completed fire alarm system installation.

All Proposers must be qualified and licensed Contractors in the State of Tennessee in strict accordance with State regulations. No proposal will be considered unless the outside of the sealed envelope containing the proposal (or cover page if emailing) provides the following information: the Contractor's name, address, and license number; the date of the license expiration; and a quotation of that part of the license classification applicable to the proposal.

No Proposer may withdraw his proposal for sixty (60) days following the proposal deadline.

The right to reject any or all proposals and to wave technicalities is reserved by the owner.

A **MANDATORY** pre-proposal meeting will be held at MCSO 120 Commerce St., Clarksville, TN 37040 starting at 10:00 AM, followed by a site visit on, **Wednesday, October 22, 2025.** We will meet in the lobby.

*****SPECIAL NOTE*** IF ANY VENDOR IS MORE THAN 15 MINUTES LATE TO THE PRE-PROPOSAL MEETING, THEY WILL NOT BE ALLOWED TO SUBMIT ON THIS PROJECT AS THE CONTRACTOR. PRE-PROPOSAL MEETING WILL BE CLOSED AS OF 10:15 A.M.**

Below is a list of components typically found in an EST-4 Fire Alarm system. It is the responsibility of the contractor to provide all components necessary for the conversion of the existing EST-3 fire alarm control equipment to EST-4 fire alarm control equipment.

Supplier	Model #	Description
EDWARDS	4-CPU	CENTRAL PROCESSOR MOD.
EDWARDS	4-LCDLE	LIQUID CRYSTAL DISPLAY
EDWARDS	4-NET-TP	NETWTW PR NETWORK CONTROLLER
EDWARDS	3-SSDC 1	SIGNATURE DRIVER MOD.
EDWARDS	3-SDDC1	DUAL SIGNATURE DRIVER MODULE
EDWARDS	4-2ANN	REMOTE ANNUNCIATOR
EDWARDS	4-2ANNMT	ANNUNCIATOR BACK BOX
EDWARDS	4-MIC	MICROPHONE MODULE
EDWARDS	4-AUDTELS	AUDIO SOURCE UNIT
EDWARDS	4-CAB24D	BRONZE DOOR FOR 3-CAB14B
EDWARDS	4-24L24S	24 INDICATORS 24 SWITCHES
EDWARDS	4-FIL	BLANK FILLER PLATE
EDWARDS	4-LCDAUDTELCAB-CB	LCDAUDTEL w/ Mounting Bracket
EDWARDS	4-ANNCPU	ANN CPU
EDWARDS	4-CABLUSBSM	USB Cable
EDWARDS	4-FT	Firephone
EDWARDS	4-ANNAUDTEL	Audio Telephone Interface Module
Surge Suppressors		SURGE SUPPRESSOR W LOCK OUT LABEL

INSTRUCTIONS TO PROPOSERS

1. Receipt and Opening of Proposals

Montgomery County Government (hereinafter called the “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Proposals will be received by the Owner at the location and time stated in the Advertisement for Proposals. The envelopes containing the proposals must be sealed, addressed to Elizabeth Black, Purchasing Agent, Montgomery County Purchasing, and designated as “**Bid - MCSO Fire System Upgrade**”.

To be acceptable, all bid/proposals must be on the correct form, and each such bid/proposal must be addressed and delivered to the Purchasing Director, Montgomery County, Tennessee, prior to the Bid/Proposal opening. Bid/Proposal envelopes must be **sealed** and **clearly** indicate the words, “**Bid - MCSO Fire System Upgrade**”. Bids can be mailed to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Hand delivered bids can be brought to the Temporary Purchasing Office at 350 Pageant Lane, Suite 402, Clarksville, TN 37040. Map included. Such bids/proposals delivered to other persons, locations, or on another form will not be acceptable. Electronic is an acceptable submission method via Bonfire. Vendor may register on Bonfire at www.montgomerytn.gov/purchasing to view and respond to open bids. All bids must be received before the deadline.

All vendors awarded contracts agree to the terms and conditions herein set forth.

The Purchasing Director reserves the right to reject any or all bids.

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw a proposal within sixty (60) days after the actual date of the proposal opening.

2. Bid Timeline

This schedule of events represents the Owner’s best estimate of the schedule that will be followed for this Bid. If a component of this schedule is delayed, the rest of the schedule may be shifted by the same number of days.

The approximate RFP schedule is as follows:

- Bid Issued: Thursday, October 9, 2025
- Mandatory Pre-bid meeting Wednesday, October 22, 2025, at 10:00 a.m. CDT
- Deadline for Questions: Friday, October 31, 2025, 2:00 PM CDT
- Latest Addenda date: Wednesday, November 5, 2025, 2:00 PM CDT
- **Bid Opening: Wednesday, November 12, 2025, 2:00 PM CDT**
- Owner Issues Notice of Intent to Award to successful proposer by Monday, November 24, 2025
- Pre-Construction Conference: Wednesday, December 3, 2025, at 10:00 a.m. CDT
- Construction Start Date: immediately preceding approval.
- Project Completion: 120 days after Construction kickoff date.

3. Preparation of Bid

All blank spaces for proposal must be filled in, in ink or typewritten, in both words and figures, and the PROPOSAL form must be fully completed and executed when submitted.

Each bid must be submitted sealed in the envelope provided at the Pre-Bid Meeting or entered online into the Bonfire portal ahead of the bid opening time. If submitting through Bonfire, please upload the front sheet of the bid envelope into your submission. The Bonfire portal can be accessed through the Montgomery County Purchasing Department’s website at <https://mcgtn.bonfirehub.com>

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the proposal form and noted **“Bid - MCSO Fire System Upgrade - PROPOSAL INSIDE”**.

However, the proposal is submitted, proposals must be received no later than the date and time stated above. Proposals will be publicly read at the opening.

Proposers assume the risk of the method of submission chosen. The Owner assumes no responsibility for delays caused by any delivery service or electronic submission issue. A Proposer’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals will not be opened or accepted for evaluation.

THE FOLLOWING FORMS ARE REQUIRED TO BE SIGNED AND SUBMITTED POST BID BY THE APPARENT LOW BIDDER:

**Prime Contractor Affidavit of Non-Collusion
Drug Free Workplace Affidavit
General Indemnity
Title VI Contract Assurance Form
Iran Divestment Act Certification of Non-inclusion
Non-Boycott of Israel Act Form**

4. Amendments to the Bid

Questions regarding this Bid shall be submitted in writing to mocobids@mcgtn.net. Answers to questions are not official until received in writing. No questions will be answered over the phone. The deadline for questions is listed in the Bid Timeline.

If deemed necessary, addenda to the Bid will be issued and will be emailed to the proposers that are properly documented from the mandatory pre-bid meeting. No addenda will be issued after the date listed in the Bid timeline without an extension to the proposal submittal date. Failure of any proposer to receive any such addendum or interpretation sent to the point of contact established shall not relieve such proposer from any obligation under proposer’s proposal as submitted. All addenda so issued shall become part of the contract documents.

5. Qualification of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the Owner that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

Proposers are asked to provide a statement of the Proposer’s qualifications, his experience record in constructing the type of improvements embraced in the contract documents, and his organization and equipment available for the work contemplated; and, when specifically requested by the Montgomery County Government, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Proposer to perform his obligations under the Contract, and the Proposer shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any proposal where an investigation of the available evidence or information does not satisfy the Owner that the Proposer is qualified to carry out properly the terms of the Contract.

All proposers must be licensed contractors as required by the Contractor’s Licensing Act of 1976, ITCA Title 62, chapter 6. No proposal will be opened unless the sealed envelope contains the license number, the date of the license expiration, and that part of his classification applying to the proposal. In the case of joint ventures, this information must be provided by all parties submitting the proposal.

The following is excerpted from the Law:

62-620. Notice of Requirements Given in Invitation to Proposers - Penalty. All architects and engineers preparing plans and specifications for work to be contracted in the State, or where the work to be done is located in the State, shall include in their Invitation to Proposers and in their specifications a copy of this chapter, or such portions thereof as are deemed necessary to convey to the invited Proposer whether he is a resident of this State or not, and whether a license has been issued to him or not, the information that it will be necessary for him to show evidence of a license before his proposal is considered. The expiration date, and that part of classification applying to the proposal shall appear on the envelope containing the proposal, otherwise the proposal shall not be opened. Architects, engineers, and awarding authorities, public and private, failing to observe this section of the Chapter shall be penalized in the same manner as any person under 62-621 who accepts a proposal from a person who is not licensed in accordance with the provisions of this Chapter. [Acts 1976 (Adj. S), Ch. 822,20.]

The bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner after verification by the state of the current eligibility status.

6. Proposal Security

Each proposal must be accompanied by a certified check, cashier's check, or a bid bond prepared on an acceptable Form of Bid Bond and, duly executed by the proposer as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the proposal made payable to **Montgomery County Trustee**. Such checks or bid bond shall be returned to all except the three (3) highest rated proposers within three (3) days after the evaluation of the proposals, and the remaining cash, check or proposal bonds shall be returned promptly after the Owner and the accepted proposer have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of proposals, upon demand of the proposer at any time thereafter, so long as proposer has not been notified of the acceptance of the proposer's proposal. Bid Bond AIA A310-2010 is an acceptable form and is attached herein as a sample. Other bond forms created by bonding companies are also acceptable.

7. Liquidated Damages for Failure to Enter into Contract

The successful proposer, upon proposer's failure or refusal to execute and deliver the contract and bonds required within ten (10) days after proposer has received notice of the acceptance of proposer's proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with proposer's proposal.

8. Time of Completion and Liquidated Damages

Proposer must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete (or to substantially complete for owner occupancy) the project within **120** consecutive calendar days from the date work commences on the site (production and lead time ranges are separate from stated time of completion, and will be part of the RFP evaluation criteria). Proposer must agree also to pay as liquidated damages, the sum of **Three-Hundred (\$300.00)** for each consecutive calendar day thereafter, as time is of the essence with this project.

9. Condition of Work

Each proposer must be fully informed of the conditions relating to the construction of the project and the employment of labor thereof. Failure to do so shall not relieve a successful proposer of proposer's obligation to design according to applicable codes, and furnish all material and labor necessary to carry out the provisions of proposer's contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods as shall not cause any interruption of or interference with the work of any other contractor.

10. Method of Award – Lowest and Best Qualified Bidder/Proposer

A. The contract will be awarded to the responsible proposer submitting the lowest and best proposal complying with the conditions of the Invitation for Proposals, provided his proposal is reasonable and it is in the best interest of Montgomery County Government to accept it. The proposer to whom the award is made will be notified at the earliest practicable date. The Owner, however, reserves the right to reject

any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of Montgomery County Government.

- B. Montgomery County Government also reserves the right to reject the proposal of any proposer who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees.

11. Obligation of Proposer

Proposers are required to fully inform themselves of all project conditions, which may influence their proposal and the Owner's requirements prior to submitting a proposal. Proposers should become acquainted with the nature and extent of the services to be undertaken and make all necessary examinations, investigations and inspections prior to submitting a proposal. Proposers are responsible for examining and determining for themselves the location and nature of the proposed work, the amount and character of the labor and materials required, and the difficulties that may be encountered. The Proposer is to consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work. The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation with respect to proposer's proposal.

12. Execution of Agreement: Performance and Payment Bond

- A. Subsequent to the **Notice of Award** and within ten (10) days after the prescribed forms are presented for signature, the successful proposer shall be furnished, for execution, a contract in the form prepared in such number of counterparts as the Local Authority may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful proposer shall, within the period specified above, furnish bond(s) in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secured 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, employed or used by him in performing the work. Such bond(s) shall bear the same date as, or a date subsequent to, the date of the contract. On each bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond. Names of sureties must appear in most current U.S. Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", and must be licensed to do business in the State of Tennessee.
- C. The failure of the successful proposer to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Montgomery County may grant, based upon reasons determined adequate by Montgomery County, shall constitute a default; and Montgomery County may either award the contract to the next responsible proposer or re-advertise the proposals, and may charge against the proposer the difference between the amount of the proposal 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 proposal guaranty. If a more favorable Proposal is received by re-advertising, the defaulting Proposer shall have no claim against the Owner for a refund.
- D. For the purposes of this contract **Granite RE, Inc** will NOT be an approved Surety Company. Any proposer submitting any bond with this company will be required to resubmit the required bonds with another Surety at no additional cost to the owner.
- E. Performance and Payment Bonds AIA A312-2010 are acceptable and are attached herein as samples.

13. Power of Attorney

Attorneys-in-fact who sign proposal bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications that deal with the following.

- a. Inspection and testing of materials
- b. Insurance requirements
- c. As-built/Record drawings of record

15. Laws and Regulations

The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules 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.

16. Preconstruction Conference

Attention to Proposers is particularly called to the preconstruction conference that will be held with the successful Proposer prior to the issuance of a Notice to Proceed. This conference will cover contract provisions pertaining to Labor Standards and Related Requirements, Equal Employment Opportunity Obligations, work schedule, and any other item related to the Contract.

17. Equal Employment Opportunity Clause and Title VI

TITLE VI

The Government of Montgomery County prohibits discrimination in all of its programs and activities on the basis of race, color or national origin. The Owner will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with Montgomery County on the basis of non-merit reasons.

To file a complaint of discrimination write or call:

Title VI Coordinator
1 Millennium Plaza
Clarksville, TN 37040
(931) 648-5715

PROPOSAL FORM

PROPOSAL OF:

(Name of Proposer)

(Address of Proposer)

organized and existing under the laws of the State of _____ and doing business as a _____ (insert "a corporation", "a partnership" or "an individual" or otherwise as applicable).

TO THE: MONTGOMERY COUNTY GOVERNMENT
1 Millennium Plaza, Suite 205
Clarksville, TN 37040

In compliance with your Advertisement for Proposals, Proposer hereby proposes to design according to applicable codes, furnish all necessary labor, machinery, tools, apparatus, materials, equipment, services and other necessary supplies, in strict accordance with the terms and conditions of plans, specifications and Contract Documents within the number of consecutive calendar days and the prices set forth below for:

Montgomery County Sheriff's Office Fire System Upgrade

By submitting this Proposal, Proposer certifies that this Proposal has been arrived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Proposer or with any other competitor.

The Proposer agrees, upon receipt of the Notice of Award accompanied by the Contract and Agreement (C & A) and all required attachments, to cause same to be properly executed and return to Montgomery County within ten (10) days thereafter. Proposer further agrees, upon receipt of the Notice to Proceed, to commence work on the project immediately thereafter and to complete the project within **120** consecutive calendar days after receipt of said Notice To Proceed with Phase 2 (Construction).

The Proposer Agrees to furnish and construct all unit price (lump sum) items of work shown on the Contract Documents for the amount of (show amount in both words and figures):

BASE PROPOSAL: The Proposer agrees to construct the Work of this Project for the amount listed below.

Base Proposal shall include but not be limited to the design, manufacture, shipping, installation, installation hardware and materials, commissioning, and any other items listed in the project specifications.

PHASE 1 (DESIGN & BID BOND):

_____ and _____/100 Dollar,

\$ _____.

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

PHASE 2 (CONSTRUCTION):

_____ and _____/100 Dollar,

\$ _____.

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

TOTAL PROJECT:

_____ and _____/100 Dollar,

\$_____.

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Terms of Proposal

1. In submitting this proposal, it is understood that the right is reserved by the Montgomery County Government to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within ten (10) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.
2. Security in the sum of five percent (\$ _____), in the form of _____ is submitted herewith in accordance with the Specifications.
4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this proposal is submitted.
5. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.
6. For Federally funded projects (which will be clearly identified herein if such funds apply to this project), the Proposer represents that he/she is in compliance with the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 and that he/she has filed all required compliance reports with the Secretary of Labor. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).
7. The Proposer acknowledges that they have received the following Addendum. The modifications to the Proposal Documents noted therein have been considered and all costs thereto are included in the Proposal.
 - A. Addendum Number _____ dated _____.
 - B. Addendum Number _____ dated _____.
 - C. Addendum Number _____ dated _____.
8. In submitting this proposal, the Proposer agrees to hold open his Proposal for 60 days from the date of the proposal opening and further agrees to enter into and execute a Contract, if awarded, on the basis of this proposal.
9. The Proposer agrees to guarantee the work completed for a period of one (1) year for the date of final acceptance except where a longer period is specifically indicated.
10. The Proposer acknowledges that he has visited and examined the site of the proposed construction and has received and examined proposal documents for the design and construction of subject project and has included their provisions in his Proposal.
11. The Bidder agrees to provide, prior to the contract signing, the following completed forms: Prime Contractor Affidavit of Non-Collusion, Drug Free Workplace Affidavit, General Indemnity Form, Title VI Contract

Assurance Form, Iran Divestment Act Certification of Non-inclusion Form, Non-Boycott of Israel Act Form, and Montgomery County Contractor Safety Program Form.

12. The Proposer agrees to provide a list of major subcontractors within twenty-four (24) hours after the proposal review period as requested.
13. The Proposer agrees to provide a list of major material manufacturers within twenty-four (24) hours after the proposal review period as requested.
14. The Proposer agrees to provide a statement of qualifications if requested by the Owner.
15. The Proposer agrees that the Designer, Project Manager, and Superintendent assigned to this project shall remain on this project throughout the extent of the project barring injury, employment change, or other unforeseen issues, and shall sign a Memo of Agreement with the Owner stating this prior to the contract signing.
16. The Proposer understands that funding may be split into a Design and Construction Purchase Order such that the design work is started before the Owner fully secures the Construction funding.

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

DATE: _____

(NAME OF PROPOSER)

TELEPHONE NUMBER: _____

OFFICIAL ADDRESS: _____

BY: _____ (SIGNED)

(PRINT)

TITLE: _____

CONTRACTOR'S LICENSE NUMBER: _____ **EXPIRATION DATE:** _____

FORM OF PRIME CONTRACTOR NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, disposes and says:

That he is _____, (a partner or Officer of the firm of, etc.) the party making the foregoing proposal or proposal, that such proposal or proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affidavit or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against Montgomery County Government or any person interested in the proposed contract; and that all statement is said proposal or proposal are true.

Signature of:

Proposer, if the proposer is an individual;

Partner, if proposer is a partnership;

Officer, if proposer is a corporation.

Subscribed and sworn to before me

this _____

day of _____, 2025

My commission expires:

_____, 2025

DRUG-FREE WORKPLACE AFFIDAVIT

I, _____ of _____ ,
(Printed name) (Company Name)

hereby state that, as an employer, I have adopted a drug-free workplace policy which meets the criteria set forth by the Tennessee Department of Labor and Workforce Development.

Said drug-free workplace program is in compliance with the Tennessee Drug-free Workplace Act, T.C.A. §50-9-101 through 50-9-113 that became effective January 1, 2001.

Signature

Date

STATEMENT

I, _____ of _____ ,
(Printed name) (Company Name)

hereby state that I employ less than five (5) employees and I am not required to submit the Drugfree Workplace Affidavit.

Signature

Date

GENERAL INDEMNITY

I, _____, hereby agree to indemnify, defend, and hold harmless Montgomery County Government, its appointed or elected officials, employees, and agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, attorney fees, costs and expenses of whatsoever kind or nature arising out of my contractor's obligations and operations provided in this contract.

I acknowledge that I have familiarized myself with the subject property and Proposal Documents, and I release Montgomery County Government from any and all claims that may result from the activity associated with this contract.

(Applicant's Signature)

(Date)



Montgomery County Government Purchasing

Elizabeth L. Black
Purchasing Agent

Phone: (931) 648-5720
elblack@mcgtn.net

350 Pageant Ln.
Suite 101-E
Clarksville, TN 37040

Contract Number

It is the policy of Montgomery County Government not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices; or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Please Print:

Contractor's Name

Street Address

City

State

Zip Code

Contractor's Phone Number

I, _____, hereby agree to abide by the
aforementioned non-discrimination statement and included Title VI regulations.

Signature

Date

For Title VI compliance, we ask for voluntary disclosure of the following information:

Ownership Type (please check all that apply):

- ☐ Woman-Owned Business
- ☐ Woman Minority-Owned Business
- ☐ African American-Owned Business
- ☐ Native American-Owned Business
- ☐ Hispanic-Owned Business
- ☐ Asian-Owned Business
- ☐ Veteran-Owned Business
- ☐ Business Owned by a Person with a Disability
- ☐ Other Option : _____



PURCHASING

IRAN DIVESTMENT ACT

Certification of Non-inclusion

NOTICE: Pursuant to Divestment Act, Tenn. Code Ann. 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in 12-12-105. Inclusion on this list makes a person ineligible to contract with the State of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated with NY04 15.2025.pdf](#)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. 12-12-106.

Vendor Name (Printed)

Address

By (Authorized Signature)

Date Executed

Printed Name and Title of Person Signing



Non-Boycott of Israel Act TCA 12-4-1

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, it is certified by each supplier and each person signing on behalf of any supplier. 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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. ***Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.***

The undersigned hereby acknowledges receipt of these affidavits and certifies that submittal in response to this solicitation is in full compliance with the listed requirements. Failure to give proper acknowledge to issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Organization Representative/Designee

Date

Organization Name

Address



PURCHASING

Elizabeth L Black
Purchasing Director

350 Pageant Lane, Suite 101-E
Clarksville, Tennessee 37041

Email: elblack@mcgtn.net
Phone: (931) 648-5720

Prohibited Contract Clauses or Provisions

Montgomery County is not allowed to waive or limit liability, nor waive or limit the legal rights it would have under existing law to recover its losses under Tennessee law by contract. Powers to do so simply are not granted by the State to a county.

If through the statutory purchasing process, no acceptable supplies, materials, equipment and contractual services proposal is received, and the supplies, materials, equipment and contractual services are essential to the operation of Montgomery County, then and only then will Montgomery County consider a proposal with a limitation of liability, and then only “to the extent allowed by law”. While a proposal may be made with a limitation of liability, no proposal with a limitation of liability will be considered if other otherwise acceptable proposals contain no limitation of liability. Acceptance of any proposal with a limitation of liability will be rare and strictly scrutinized.

Generally, contract clauses in derogation of the County’s prohibitions are found in the list below and are not acceptable.

- Provisions requiring the County to pay taxes that we are exempt from paying under Tennessee law.
- Provisions requiring the County to pay cancellation fees, incidental or consequential damages, or punitive or exemplary damages. County is liable for actual damages only.
- Provisions requiring the County to pay punitive damages, attorney fees, collection costs, or costs of litigation.
- Provisions requiring the County to agree to assume the risk of liability which might otherwise fall on other parties are void as both an unauthorized attempt to abrogate sovereign immunity and an unauthorized attempt to lend the County’s credit (Tenn. Const. I, § 17; Tenn. Const. art. II, § 31).
- Provisions requiring the County to insure, guarantee, or indemnify or hold harmless the Vendor or any party from claims which may arise out of the Agreement or be brought by third parties (OAG 93-1, OAG No. 99-095, OAG 04-065).
- Provisions that limit or cap the total liability of any other party.

- Provisions requiring the County to purchase or obtain liability, property, or other insurance or a performance bond. The County self-insures its exposures in general liability.
- Provisions designating the governing law of a state other than Tennessee.
- Provisions designating the Venue for any claim brought against the County other than Tennessee.
- Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act (T.C.A. § 10-7-101, *et seq.*). Except as otherwise provided by statute, all County records are public records and open to inspection by any citizen of this State (T.C.A. § 10-7-503).
- Provisions providing for a limitation of time in which the County may bring suit (T.C.A. § 28-1-113).
- Provisions limiting the Vendor's maximum liability. The County cannot waive its right to recover from the vendor what the law would provide under otherwise governing applicable legal principles. In part, it is impermissible for counties to agree to limitations on liability and indemnification clauses because it appropriates money and nullifies governmental immunity without the consent of the legislature. The general existing applicable law regarding duties and liability cannot be waived. Response proposals may be made with limitations of liability subject to the complete statement above.
- Provisions that simply attempt to restate the existing law.

The above is not an exhaustive list. Different contract clauses may set out prohibited duties and rights, and/or limitations/waivers differently.

All proposed contracts for Montgomery County's review must be delivered as a WORD document for use to exchange revisions.

FORM OF PROPOSAL BOND - SAMPLE

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this _____ day of _____

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Witness)

(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACD43070810

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FORM OF STATEMENT OF PROPOSER'S CONSTRUCTION EXPERIENCE

STATEMENT OF PROPOSER'S CONSTRUCTION EXPERIENCE (GENERAL CONTRACTOR)

****This form is only to be completed at the specific request of Montgomery County Government****

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets of items marked (*).

Name of Proposer _____

Permanent main office address _____

When organized _____

Where incorporated _____

How many years have you been engaged in the contracting business under your present firm name?

* Contracts on hand: _____ (Schedule these, showing gross amount of each contract and the appropriate dates of completion).

* General character of work performed by your company.

Have you ever failed to complete any work awarded to you?

Have you ever defaulted on a contract?

* List the more important structures recently constructed by your company, stating approximate cost for each, and the month and year completed.

* List your major equipment available for this contract.

Credit Available \$ _____

Banking Reference _____

* Experience in construction work similar in importance to this project.

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by Montgomery County Government?

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Montgomery County Government in verification of the recitals comprising this Statement of Proposer's Experience.

Dated at _____ this _____ day of _____, 2025

(Name of Proposer) _____

BY: _____

TITLE: _____

State of _____

County of _____

_____, being duly sworn disposes and says that he/she is

_____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein are true and correct.

Sworn to before me this _____ day of _____, 2025

My commission expires: _____

(Proposer may submit additional information if desired.)

**CONTRACTOR AND/OR SUBCONTRACTOR(S)
INSURANCE REQUIREMENTS
FOR MONTGOMERY COUNTY GOVERNMENT (Hereby known as Owner)**

Insurance Coverage

In accordance with the Contract, Insurance will be provided by the Contractor and/or Subcontractor with the following minimum coverage. If the Contractor has any Subcontractors on site; any and all Subcontractors will be required to follow these same Insurance Requirements. The Contractor will be responsible for acquiring all Subcontractors documentation to meet these Insurance Requirements. This responsibility will cease upon the completion of the contract. All Insurance policies must be from insurers authorized to conduct business within the state(s) where the project is located. **The insurance companies must also have a Best's Rating of at least "A-" and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.**

The Contractor will be required to show evidence of automobile and commercial general liability insurance, workers compensation insurance and professional liability (where applicable), which is acceptable to the Owner. The commercial general liability insurance policies shall name the Montgomery County Government, its agent's representatives, officers, and employees as Additional Insured. Both bodily injury and property damage insurance must be on an occurrence basis and said policies shall provide primary coverage to the full limits of liability stated in the declarations. The Owner insurance shall be in excess only. Upon request of the Owner the Contractor shall submit all insurance policies for review. The certificates of insurance for the Contractor shall reference the project of contract to which they apply.

The Contractor's insurance policies should be endorsed to amend the aggregate limits of liability to apply to this project separately, and naming Montgomery County Government as Additional Insured. To the extent that the Contractor utilizes deductibles or self-insured retentions in conjunction with the insurance coverage required herein, all such deductibles and self-insured retentions shall be for the account and expense of the Contractor.

Any Fees, Fines, and/or Regulatory Costs as a result of the Contractors work, or implied work shall be the sole responsibility of the Contractor.

The Contractor is to provide the above coverage and have the Policy amended or endorsed to the Contractor with the following endorsements:

Each policy shall provide a thirty (30) days written notice of cancellation expiration termination or change of policy to the Owner. The Contractor shall submit evidence of the coverage on standard ACCORD forms with endorsements. Insurances which expire before Contractor's work is accepted by Owner shall be renewed and evidence of such renewal shall be submitted to the Owner prior to the expiration date.

The policies should be endorsed with a Waiver of Subrogation for General Liability to benefit of the Owner.

Other insurance as required by state law.

Within (10) ten days of receipt of this contract, before work under this agreement is begun and prior to being allowed on the jobsite, the Contractor shall furnish certificates of insurance acceptable to the Owner.

The amounts and types of such insurance shall be not less than the following:

A. Workers Compensation and Employer's Liability

Workers Compensation and Employer's Liability	\$500,000	Each Accident
Workers Compensation and Employer's Liability	\$500,000	Disease Policy Limit
Workers Compensation and Employer's Liability	\$500,000	Disease Each Employee

Workers Compensation and Employer's Liability insurance as required by the State of TN for all contractor's employees and those of its subcontractors engaged in work under the contract.

--

B. General Liability – Occurrence based only

General Liability	\$2,000,000	General Aggregate
General Liability	\$2,000,000	Products Comp/Ops Agg
General Liability	\$1,000,000	Personal & Advertising Inj
General Liability	\$1,000,000	Each Occurrence
General Liability	\$ 50,000	Fire Damage
General Liability	\$ 5,000	Medical Payments

--

C. Automobile Liability

Automobile Liability on all self-propelled vehicles Whether owned, non-owned, or hired	\$1,000,000	Combine Single Limit BI/PD
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D. Pollution Coverage

Pollution Coverage	\$1,000,000	Each Pollution Condition
(If so stated in the contract)	\$2,000,000	General Aggregate

Contractor shall provide third party pollution liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance shall name the Owner as additional insureds.

Asbestos Coverage	\$1,000,000	Each Occurrence
(If so stated in the contract)		

--

E. Professional Liability

Professional Liability Insurance	\$1,000,000	Defense Outside the Limits
----------------------------------	-------------	----------------------------

If the contract requires professional services, coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts errors or omissions arising out of Professional Services under this contract.

--

F. Property Insurance

Builders Risk. If the contract involves new construction, the contractor shall purchase and maintain insurance for property upon the work site in the amount of the full replacement cost thereof. The insurance shall include the interests of the Owner. The Builders Risk policy shall be written on an "all risk" open peril or special cause of loss policy form.

Flood Insurance. It is the responsibility of the Contractor to assess the project location using the latest Federal Emergency Management Agency's flood zone data and to obtain the appropriate flood policies if the work site is located in a flood zone for the duration of the contract.

Within (10) ten days of receipt of this contract and before Subcontractor's work under this agreement is begun and prior to being allowed on the jobsite, the Subcontractor shall furnish certificates of insurance acceptable to the Contractor. This information should be forwarded to the Prime Contractor.

Please direct questions about these requirements to:

Jeff Williams.
Facilities Manager
Montgomery County Sheriff's Office
120 Commerce Street
Clarksville, TN 37040
Office: 931-801-4446
jewilliams@mcgtn.net

CONTRACT

THIS AGREEMENT made this _____ day of _____ in the year _____ between _____, a corporation/PARTNERSHIP/SOLE-PROPRIETOR/Limited Liability Corporation doing business under the laws of the State of Tennessee, hereinafter called the "Contractor", and MONTGOMERY COUNTY GOVERNMENT, Clarksville, Tennessee, a public body hereinafter called "Montgomery County" or "Owner".

WITNESSETH, that the Contractor and Montgomery County for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall provide professional services as well as furnish all supervision, labor, materials, equipment and services, including all related accessories and specialties for the construction of the Montgomery County Sheriff's Office Fire System Upgrade – Design-Build, all in strict accordance with the Initial Information provided by the Owner which said Specifications, Drawings, and Addendum(s), if any, are incorporated herein by reference and made a part thereof.

ARTICLE 2. THE CONTRACT PRICE. Montgomery County shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Contract Documents, the sum of:

Design:	(Dollar Value in Words _____).	(\$ _____).
Construction:	(Dollar Value in Words _____).	(\$ _____).
Total:	(Dollar Value in Words _____).	(\$ _____).

ARTICLE 3. JURISDICTION AND VENUE. The Owner will serve as an Initial Decision Maker for any disputed claims. In the event of a Contract dispute or litigation arising out of said Contract that is not solved by the Initial Decision, it is understood and agreed that this Contract was executed and performed in Montgomery County, and, as such, it is agreed by both parties that the venue for said litigation, including an action of Declaratory Judgment, will be in Montgomery County. Any Binding Dispute Resolution will be by Litigation.

ARTICLE 4. ATTORNEY FEES. In the event of litigation arising out of said Contract, it is agreed that if the **Contractor** is held liable for damages, or is found to have breached the Contract, that the **Contractor** will pay Montgomery County reasonable attorney's fees and expenses involved in the litigation.

ARTICLE 5. LIQUIDATED DAMAGES. The Contractor shall pay liquidated damages to the Owner at the rate of **Three Hundred Dollars (\$300.00)** per day for each day of each inexcusable delay, as timing is of the essence with this project.

Time being of the essence, the Contractor further agrees to accept the conditions for liquidated damages in the amount set forth in the Contract Documents for each calendar day in excess of the allotted time for Substantial Completion, or any approved extension thereof, the parties agreeing that the amount of damages resulting from delay would be uncertain and difficult to prove, and further agreeing that such liquidated damages set forth in the Owner Contractor Agreement are a reasonable estimate of those damages which could result from a delay.

If, at the end of 30 days following the date of Substantial Completion, unless otherwise stipulated in the certificate of Substantial Completion, the project is not 100% complete, the Liquidated Damages shall accrue until such time that 100% completion is achieved.

ARTICLE 6. PAYMENTS & RETAINAGE. Progress Payments will be made no more frequently than monthly to the Contractor based on Applications for Payment (Payment Applications) that are submitted to the Owner for review and approval. Such payment applications shall be based on the Schedule of Values that is to be provided at the beginning of the project before any work has started. Payment Applications shall be submitted on a preapproved AIA form and shall reflect any modifications that occur to the contract documents during that month of

work for items added or removed from the project. Payment Applications shall also show the percentage of work completed for each line item of the Schedule of Values. For any line items over \$10,000, the line shall be separated between Materials and Labor costs.

Payment will be mailed to the Contractor within 30 days of the date that the Owner receives an approved Payment Application without errors, omissions, or unapproved work or materials. Contractor shall not make advanced payment to suppliers for materials or equipment that have not been delivered and stored at the site, except with the Owner's prior approval. Equipment or Material that is requested as stored material and not yet delivered to the site will require a Certificate of Insurance and photographs of the material to be submitted with the Pay Application before payment will be made. Payments that are due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing in Montgomery County, Tennessee at the time the payment is due.

The Contractor recognizes the requirements for 5% retainage of payment (General Conditions, a component part of the Contract Documents), providing for retention being escrowed with interest. Retainage will be paid with the final payment application so long as all contracted work has been completed and approved by the Owner, except as otherwise stated in the General Conditions for work to be corrected by the Contractor. The Owner reserves the right to withhold payments for accrued and documented Liquidated Damages, or for projected Liquidated Damages, for inexcusable delays in the completion of work.

ARTICLE 7. CONTRACT DOCUMENTS. The Contract shall consist of the following component parts:

- a. Change Orders and other formal modifications made after execution of this agreement.
- b. This Agreement.
- c. Addendums, with those of later date having precedence over those of earlier date.
- d. Special Conditions.
- e. Supplemental General Conditions.
- f. General Conditions.
- g. Division 1 of the Specifications.
- h. Plans & Drawings with enlarged Drawings taking precedence over smaller scaled Drawings.
- i. Technical Specifications.
- j. Other documents specifically enumerated in the Agreement as part of the Contract Documents.

This Instrument, together with the other documents enumerated in this Article 7, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 7 shall govern, except as otherwise specifically stated. The various provisions in Addendum shall be construed in order of preference of the component part of the Contract, which each modifies.

Insurance shall be provided by the Contractor as required in the CONTRACTOR AND/OR SUBCONTRACTOR(S) INSURANCE REQUIREMENTS further detailed in the proposal document.

ARTICLE 8. TERMINATION OR SUSPENSION. The Contract may be terminated by the Owner or Contractor as provided in the General Conditions. The Work may be suspended by the Owner as provided in the General Conditions.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in three original counterparts as of the day and year first written above.

SIGNATURE: _____

PRINT: _____

TITLE: _____

DATE: _____

**MONTGOMERY COUNTY
GOVERNMENT
1 Millennium Plaza, Suite 205
Clarksville, Tennessee 37040**

By: _____
Mayor Wes Golden
County Mayor

DATE: _____

CERTIFICATIONS

I, _____ certify that I am the
_____ of the Company named as Contractor herein; that
_____, who signed this Contract on behalf of the
Contractor, was then _____ of said Company; that said Contract was duly signed
for and in behalf of said Company by authority of its governing body, and is within the scope of its Company powers.

PRINCIPAL OWNER(s) _____

MAIN OFFICE ADDRESS (if different) _____

CERTIFICATE OF OWNER'S ATTORNEY
(To be included at the discretion of the County Engineer)

I, the undersigned _____, the duly authorized and acting legal representative for **Montgomery County Government** do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature: _____

Date: _____

NOTICE TO PROCEED

To: _____	Date: _____
_____	<u>Project:</u> _____
_____	_____
_____	_____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2025, on or before _____, and you are to complete the WORK within **120** consecutive calendar days of the scheduled delivery of the tower components to the project site. It is understood by both parties that this project is on a waiting list for the tower fabrication, and that it is the desire of both parties to complete this project as soon as possible. Under no circumstance other than those that are specifically excluded within the General Conditions of the contract shall the work extend longer than _____.

Owner **Montgomery County Government**
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by:

Signature _____
Print _____
Title _____
Date _____

SPECIAL CONDITIONS

1 RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall design all technical specifications, engineer stamped drawings, 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 in every respect within the specified time.

2 POST PROPOSAL COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- B. Any notice given or demand made by either party to the Contract shall be sufficiently given if delivered at the office of the other party, or deposited in the United States mail in a sealed, postage-prepaid envelope, or e-mailed with return receipt requested.
- C. All papers required to be delivered to Montgomery County Government shall, unless otherwise specified in writing to the Contractor, be delivered to the Montgomery County Government, Office of Engineering, 1 Millennium Plaza, Suite 401, Clarksville, TN 37040, and any notice to or demand upon Montgomery County or to such other address as Montgomery County may subsequently specify in writing to the Contractor for such purpose.

3 PROJECT SIGN: Not Applicable

4 LOCATION OF EXISTING UNDERGROUND FACILITIES

The locations of existing piping and underground utilities such as gas mains, water mains, electric duct line, etc., are not fully known. The Contractor shall, by whatever means deemed necessary, determine that no such underground utilities will be in any way disturbed or damaged by his work. The Owner shall assume no responsibility for the location of such underground utilities.

5 PUBLIC UTILITIES AND PUBLIC PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner of a public utility, such owner will, upon proper application by the Contractor, be notified by the Engineer to change or move such property within a specified time, and the contractor shall not interfere with such property until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the Contractor for the purpose of making such repairs or changes of their property that may be made necessary by performance of the contract. The County Government shall have the privilege of entering upon the limits of the Contract for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing culverts or storm drains, and for making other repairs, changes or extensions to any of its property.

6 DISPOSAL

Excess excavated material shall be disposed of at an undisclosed location to be determined by the contractor. Obtain and pay for all required permits for disposal of excess materials.

The CONTRACTOR shall exercise care and take all precautions in the removal and handling of the existing building materials designated for demolition. All debris, crates, cartons, etc., resulting from this work shall not be allowed to accumulate and shall be removed from the project site at the end of each workday.

It shall be the CONTRACTOR'S responsibility to comply with all requirements of OSHA, and local authorities.

7 EXCAVATION IN PUBLIC STREETS AND PROJECT LIMITS

Any excavation in Public Streets shall be backfilled with stone and resurfaced with in-kind material. Any and all excavation that is within an area of the project that is slated to be paved, shall be backfilled to subgrade with stone and compacted.

8 CONTRACT DOCUMENTS AND DRAWINGS

Owner will furnish the successful proposer a paper copy of the Contract Documents and Initial Information, including General and Special Conditions, and Technical Specifications. Additional copies requested by the Contractor will be furnished at cost. The Contractor will submit to the Owner at the completion of the project, a full-sized As-Built record set of plans based on the design that was generated and executed by the Contractor.

9 MAINTAINING OPERATIONS OF THE FACILITY

The work under this Contract shall be scheduled and conducted in such a manner and sequence as to cause the least practicable disruption of operations of the facility. If any disruption of operations of the facility is anticipated by the Contractor, he shall submit a written statement of anticipated disruptions, stating the nature and the estimated duration of the disruption to the Owner. Said work shall not commence until approval is granted by the Owner.

The Contractor shall provide sufficient signs (warning and other signs) and barricades to properly safeguard the public, and in the event this is not done after direct instructions from the Owner, the Owner shall have the right to provide the necessary item and deduct the expense of same from payment due to the Contractor.

10 WORK SCHEDULE

- A. The CONTRACTOR shall furnish and install all necessary equipment and services for organized work to start no later than seven (7) calendar days after the date of the Notice to Proceed.
- B. The CONTRACTOR shall prepare a monthly progress schedule to be discussed at the monthly progress update meetings. Working hours may be controlled by the contractor, but any work requiring testing services or observation specifically directed by the Montgomery County Engineer's office, shall be completed during normal working hours: Monday through Friday, 7:30 AM to 4:30 PM.

11 STORAGE OF CONTRACTOR'S EQUIPMENT

- A. Sites available for storage of material and equipment, job trailers, etc. shall be designated by, and coordinated with, Montgomery County Engineering Office.
- B. Storage and protection of material and equipment shall be solely the responsibility of the CONTRACTOR. CONTRACTOR to utilize the staging area or space available as indicated in the plans for staging and storage. If a staging area is not specifically identified in the plans, then an area will be selected by the Montgomery County Engineering Office.

12 TERMINATION IN BEST INTEREST OF LOCAL PUBLIC AGENCY

Montgomery County Government may terminate this contract at any time at its sole discretion for any reason it feels is in its best interest by a notice in writing from the Montgomery County Government.

13 SAMPLES

Samples shall be submitted and approved for all materials proposed for use in complying with these Specifications. No work shall proceed until samples of all materials have been submitted and approved.

14 WARRANTY-GUARANTY

- A. The right is reserved by Montgomery County Government to accept or reject any part of the installation which does not successfully meet the requirements as set out in these Specifications. The CONTRACTOR shall and hereby does warranty that all work installed under these Specifications shall be free from defects in workmanship and materials for a period of one (1) year from the date of Final Acceptance. The above parties further agree that they will repair or replace any defective materials or workmanship which becomes defective within the term of the warranty-guaranty.
- B. An additional manufacturer's guarantee shall be required for certain products as listed in the specifications.

15 STANDARDS

Where the Specifications call for a named product, or one that meets or exceeds it in quality, the decision of the Owner as to the acceptability of any product offered by the CONTRACTOR shall be binding.

16 MATERIAL TESTING

All materials and certain specified equipment incorporated in this Contract shall be subject to inspection and test as follows: All tests, except as noted, will be made by an independent established Testing Laboratory, employed and paid for by Montgomery County Government. Samples of construction materials from the site of the work, such as sand, gravel, concrete cylinders, pipe, etc. for which laboratory tests are required shall be taken, assembled or prepared on the site of the work by representatives of the Testing Laboratory or by a competent employee of the CONTRACTOR subject to approval of Montgomery County Government. Contractor shall be responsible for coordinating inspection dates and times with Testing Firm. Contractor will be responsible for the cost of any retesting due to failed tests or test that were scheduled and then cancelled after the arrival of the Testing firm. Contractor to take special notice of any special inspections required for bolted or welded connections. Improper coordination or failure of the contractor to coordinate site inspections or testing at the proper time frame of the project will lead to the contractor being responsible for paying the additional testing costs associated with out of sequence testing.

The CONTRACTOR shall furnish without additional charge, all material that may reasonably be required for testing purposes. The test to be made, the number of samples, and acceptance and rejection shall be based on the latest standards and tentative standards of the American Society for Testing Materials (ASTM) or the American Association of State Highway and Transportation Officials (AASHTO).

17 WEATHER DAYS

See section 01 26 25 Weather Delays for the adverse weather days that shall be anticipated and included in the contractual time period given for project completion. The Contractor's request for additional time due to weather shall only be considered for days beyond those listed within the specified Division 1 specification and may be denied or granted for such reasonable time as the Owner may, at his/her sole discretion, determine. The burden of proof and documentation for such request for additional time shall rest solely upon the Contractor. Rain days and Dry Out days will NOT be granted for Saturdays and Sundays unless the contractor has demonstrated consistent schedules of working on weekends. If Saturdays are consistently used for completing work and Sundays are not, then Rain Days may be accounted for on Saturdays. Time extensions will be based on calendar days regardless of whether weekends are accounted for in weather days or not. See additional weather day requirements in Division 1 specifications.

**GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION**

General Work

The General Conditions for the project are those contained in

**AIA Document A201
2017 Edition**

(Number of pages may vary depending on commercial printing or electronic version)

It is the Owner's preference that this document be used as a marker in proposal documents, and the entire, actual AIA document is included in Contract Documents; however, if the entire, actual AIA document is not included within the contract, then this document incorporates its provisions verbatim by reference, the same as if included bodily herein. The document shall be amended by the Supplementary Conditions that follows.

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SUPPLEMENTARY CONDITIONS

MODIFICATIONS TO AIA DOCUMENT A 201 - 2017 EDITION

The following supplements modify, change, delete from or add to the “General Conditions of the Contract for Construction”, AIA Document A 201, 2017 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph of Clause thereof is modified or deleted by these Supplementary Conditions the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Article 1: Contract Documents

Revision to Article 1.1:

- 1.1.1 Delete the portion “, or (4) a written order for a minor change in the Work issued by the Architect”.
- 1.1.2 Delete the portion “The Architect shall, however, be entitled to performance an enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties”
- 1.1.3 Replace the Section with “The term “Work” means the design, construction, and related services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided o to be provided by the Contractor. The Work may constitute the whole or a part of the Project”
- 1.1.4 Replace the Section with “The Project is the total design and construction of which the Work performed under the Contract Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.”
- 1.1.7 Replace “Architect and the Architect’s consultants” with “Designer and Designer’s consultants”.
- 1.1.8 Delete the phrase “not show partiality to the Owner or Contractor and shall”

Supplement to Article 1.2:

- 1.2.1.1 In case of discrepancies or conflicts between any of the Contractor Documents, the various documents or parts of same shall take precedence in the order listed as follows:
 - 1. Change Orders and other formal modifications made after the execution of the Agreement.
 - 2. The Agreement.
 - 3. The Addenda, with those of later date having precedence over those of earlier date.
 - 4. The Owner's Special Conditions.
 - 5. The Supplemental General Conditions.
 - 6. The A.I.A General Conditions.
 - 7. Division 1 of the Specifications.

8. Plans & Drawings with enlarged Drawings taking precedence over smaller scaled Drawings.
9. Technical Specifications.
10. Other documents specifically enumerated in the Agreement as part of the Contract Documents.

All such discrepancies and/or conflicts shall be submitted in writing to the Owner for clarification before the Contractor submits his proposal. This should be done at least four (4) days before proposals are opened, so that an addendum may be issued. Should discrepancies and/or conflicts be discovered after the work has started, the Contractor must report the same to the Owner immediately, and no work connected with discrepancies and/or conflicts shall be started; or if started, shall be immediately stopped until the Contractor and the Owner agree on the clarification thereof. In cases of conflicts which are unreported, but must obviously have been observed by the Contractor as he prepared his proposal, the more restricting, the more extensive, and the more expensive the process or detail shall be assumed to be required.

- 1.2.1.2 Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the course or parts in which it occurs and shall also apply to all other similar parts of the work, unless otherwise indicated.

In case of difference between small and large scale drawings, the larger scale drawings shall take precedence.

Revision to Article 1.5:

- 1.5.1 Replace the section with "The Contractor and Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Contractor's or Contractor's consultants' reserved rights."
- 1.5.2 Replace the section with "The Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution for the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Contractor, and the Contractor's consultants."

Supplement to Article 1.7 and 1.8:

Delete Articles 1.7 and 1.8 of the AIA Document A201, 2017 Edition, in their entirety.

Article 2: Owner

Supplement to Article

2.1:

~~2.1.1.1 — Owner: As identified in Section 01 10 00 — Summary of the Work.~~

Supplement to Article 2.2:

~~2.2.5.1 — The number of sets and condition of use are further identified in Division 1 Section — Instructions to Proposers.~~

Revision to Article 2.3

2.3.2 Delete Section 2.3.2 and 2.3.3 of the AIA Document A201, 2017 Edition, in their entirety. Replace with “The Owner shall, upon request from the Contractor, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Contractor. In such event, the Contractor shall specify the services required.

~~2.3.3 — If the employment of the Architect terminates, the Owner may employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~

Revision to Article 2.5

Delete in its entirety and substitute “If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Article 3: Contractor

Supplement to Article 3.1:

3.1.3 Replace the Section with “The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the Owner’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.”

Revision to Article 3.2:

3.2.2 Replace the word “Architect” with the word “Owner” in all instances in this section.

3.2.2 Replace the phrase “It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.” with “It is recognized that the Contractor’s review is made in the licensed design professional capacity.”

3.2.3 Replace the Section with “The Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner requires. The Contractor shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

3.2.4 Replace the word “Architect” with the word “Owner” in all instances in this section.

Supplement to Article 3.3:

3.3.1 Replace the word “Architect” with the word “Owner” in all instances in this section.

3.3.4 Coordination: The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, sub-contractors, or material men engaged upon the work. He shall be prepared to guarantee to each of his sub-contractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together and to fit the work of other contractors.

Supplement to Article 3.4:

3.4.2 Remove “Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4,...” as well as “after evaluation by the Architect”.

3.4.2.1 Substitution requests should be made during the proposal phase as a standard practice for proper review and approval. If a product substitution request was not made during the proposal phase and the Contract has been executed, the Owner will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). An approval to any such substitution request is at the discretion of the Owner. By making requests for substitutions, the Contractor:

- .1 represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that he will provide the same Warranty for the substitute that he would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs, and excludes any redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

- 3.4.3 General Contractor shall disclose the existence and extent of financial interests, whether direct or indirect, he has in sub-contractors and material suppliers which he may propose for the project.

Supplement to Article 3.5:

- 3.5.1 Replace the word "Architect" with the word "Owner" in all instances in this section.

Supplement to Article 3.7:

- 3.7.4 Replace the word "Architect" with the word "Owner" in all instances in this section.

- 3.7.5 Replace the word "Architect" with the word "Owner" in all instances in this section.

Supplement to Article 3.9:

- 3.9.2 Replace the word "Architect" with the word "Owner" in all instances in this section.

- 3.9.3 Replace the word "Architect" with the word "Owner".

Supplement to Article 3.10:

- 3.10.1 Replace the word "Architect" with the word "Owner".

- 3.10.2 Replace the word "Architect" with the word "Owner" in all instances in this section.

- 3.10.3 Replace the word "Architect" with the word "Owner".

Supplement to Article 3.11:

- 3.11 Replace the word "Architect" with the word "Owner" in all instances in this section.

Supplement to Article 3.12:

- 3.12.4 Replace the word "Architect" with the word "Owner" in all instances in this section.

- 3.12.5 Replace the word "Architect" with the word "Owner" in all instances in this section.

- 3.12.6 Remove the phrase "and Architect".

- 3.12.7 Replace the word "Architect" with the word "Owner".

- 3.12.8 Replace the section in its entirety with "The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Owner of such deviation at the time of submittal and a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Owner's approval thereof."

- 3.12.9 Replace the word "Architect" with the word "Owner" in all instances in this section.

- 3.12.10.1 Replace the word "Architect" with the word "Owner" in all instances in this section.

3.12.10.2 Replace the word “Architect” with the word “Owner” in all instances in this section.

Supplement to Article 3.16:

3.16 Replace the word “Architect” with the word “Owner”.

Supplement to Article 3.17:

3.17 Replace the Section with “The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a portion of the Contract Documents or other documents prepared by the Owner contain the copyright violations. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner.

Supplement to Article 3.18:

3.18.1 Replace the section with “To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and agents and employees of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.”

Article 4: Administration of the Contract. Architect

Supplement to Article 4.1:

4.1 Delete Section 4.1.1 and 4.1.2 in their entirety. Replace with “There will be no “Architect” on this Project, and the duties normally performed by the Architect will be split amongst the Owner and the Contractor.”

Supplement to Article 4.2:

4.2.1 Replace the section in its entirety with the following statement: “The Owner will provide administration of the Contract as described in the Contract Documents during construction until the date of issue for the final Certificate of Payment.”

4.2.2 Replace the word “Architect” with “Owner” in all instances in the section. As well as omit the phrase “, or as otherwise agreed with the Owner,”

4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to an additional Architect or Engineer for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

4.2.3 Replace Section 4.2.3 in its entirety with the following statement: “The Owner will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or

their agents or employees, or any other persons or entities performing portions of the Work.”

- 4.2.4 Replace Section 4.2.4 in its entirety with the following statement: “The Owner shall promptly notify the Contractor of the substance of any direct communications between the Owner and the Subcontractors or consultants otherwise relating to the Project.”.

- 4.2.4.1 Notwithstanding anything to the contrary, the Owner has not relinquished its right to communicate directly with the ~~Architect's~~ Contractor's consultants, Contractor's subcontractors, sub-subcontractors, suppliers, or other parties involved in the project. However, before action is taken on any such communication, the ~~Architect and~~ Contractor shall be notified of such communication. The Owner may communicate directly with the Contractor and Subcontractors and advise the Architect Contractor of those communications.

- 4.2.5 Replace the word “Architect” with “Owner” in all instances in this section.

(Replace in its entirety with the following statement):

- 4.2.6 ~~The Architect and~~ the Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the ~~Architect or~~ Owner considers it necessary or advisable, the ~~Architect or~~ the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed, or completed. However, neither this authority shall give rise to a duty or responsibility of the ~~Architect or~~ the Owner, nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ~~Architect or~~ the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- 4.2.7 Replace in its entirety with the following statement: “The Owner will review and approve, or take other appropriate action upon, the Contractor’ submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner’s action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner’s judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Owner’s review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.”

- 4.2.8 Replace in its entirety with the following statement: “The Owner will prepare Change Orders and Construction Change Directives as provided in Section 7.4. The Owner will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.”

(Replace in its entirety with the following statement):

- 4.2.9 ~~The Architect and the~~ Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; the ~~Architect or~~ Owner shall issue Certificates of Substantial Completion pursuant to Section 9.8; the ~~Architect~~ Owner shall receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by

the Contractor pursuant to Section 9.10; and the Architect Owner shall issue a final Certificate for Payment pursuant to section 9.10.

- 4.2.10 Delete Section 4.2.10 in its entirety
- 4.2.11 Replace in its entirety with the following statement "The Owner will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness."
- 4.2.12 Replace in its entirety with the following statement "Interpretations and decisions of the Owner will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. The Owner will not be liable for results of interpretations or decisions rendered in good faith."
- 4.2.13 Replace the word "Architect's" with "Owner's".
- 4.2.14 Replace in its entirety with the following statement "The Owner will review and respond to request for information about the Contract Documents. The Owner's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Owner will prepare and issue supplemental Drawings and Specifications in response to the requests for information."

Article 5: Subcontractors

Supplement to Article 5.2:

- 5.2.1 Replace in its entirety with the following statement "Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection."
- 5.2.2 Omit the phrase "or Architect".
- 5.2.3 Replace in its entirety with the following statement "If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsibly in submitting names as required."
- 5.2.4 Omit the phrase "or Architect".

Supplement to Article 5.3:

- 5.3 Omit the phrase "and Architect" in all instances in this section.

Article 6: Construction by Owner or by Separate Contractors

Supplement to Article 6.2:

6.2.2 Replace the word "Architect" with "Owner"

Supplement to Article 6.2:

6.3 Replace the word "Architect" with "Owner"

Article 7: Changes in the Work

Supplement to Article 7.1:

7.1.1 Omit the phrase "or order for a minor change in the Work"

7.1.2 Replace in its entirety with the following statement "A Change Order shall be based upon agreement among the Owner and Contractor. A Construction Change Directive may be issued by the Owner alone and may or may not be agreed to by the Contractor."

7.1.3 Replace in its entirety with the following statement "Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive."

Supplement to Article 7.2:

7.2.1 Replace in its entirety with the following statement "A Change Order is a written instrument prepared by the Owner, and signed by the Owner and Contractor stating their agreement upon all of the following:
.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time."

Supplement to Article 7.3:

7.3.1 Replace in its entirety with the following statement "A Construction Change Directive is a written order prepared by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly."

7.3.4 Replace in its entirety with the following statement "If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement an allowance in accordance with clauses 7.3.4.6.1 through 7.3.4.6.7 below. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
.1 Costs of Labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
.2 Costs of materials, supplies, and equipment, including costs of transportation,

whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;

.5 Costs of supervision and field office personnel directly attributable to the change.

.6 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.

.2 For the Contractor, for Work performed by the Contractor's Sub-contractor, 5 percent of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-subcontractor's own forces, 5 percent of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to apply shall be determined in accordance with Subparagraph 7.3.4.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts on the Company's Letterhead. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000.00 be approved without such itemization.

.7 Regardless of who performs the work, the total markup to any work defined by this section shall not exceed a cumulative total above 15% of the cost of work to the Owner."

7.3.5 Replace the word "Architect" with "Owner".

7.3.8 Replace the word "Architect" with "Owner and Contractor".

7.3.9 Replace in its entirety with the following statement, "Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15."

7.3.10 Replace in its entirety with the following statement, "When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive."

Supplement to Article 7.4:

7.4 Omit this section in its entirety.

Article 8: Time

Supplement to Article 8.1

- 8.1.3 Replace the word "Architect" with "Owner".

Supplement to Article 8.3

- 8.3.1 Replace this section in its entirety with "If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, or an employee of the Owner, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended or such reasonable time as the Owner may determine."
- 8.3.1.1 Any requests for extensions of time due to adverse weather must be accompanied by complete weather reports from the National Weather Bureau indicating precipitation and temperature reading for the job area and time in question. See Special Conditions for the allotted number of weather days that have been built into the contract time.

Article 9: Payments and Completion

Supplement to Article 9.2

- 9.2 Replace the word "Architect" with "Owner" in every instance in this section.
- 9.2.1 Schedule of Values shall be provided on AIA form that will be used for Application for Payments in section 9.3. Schedule shall be broken into major divisions as a minimum and shall be further separated into labor and materials for all major categories. ~~Architect or~~ Owner may request additional breakouts after review of the Contractor's schedule to best suit the review of monthly pay applications and approvals.
- 9.2.2 Schedule of Values shall be the Contractor's best estimate of the cost to complete each Division or line item of work. ~~Architect and~~ Owner may utilize the Schedule of Values to substantiate the cost of work for elements that may be affected by Change Orders or Construction Change Directives in coordination with unit prices if so required in the Contract.

Supplement to Article 9.3

- 9.3.1 Replace the section in its entirety with "At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner and itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner requires, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents."
- 9.3.1.1 Replace the word "Architect" with "Owner".
- 9.3.2 Insert the phrase ", other than Instruments of Service," after "title to all Work"

Supplement to Article 9.4

- 9.4.1 Replace the section in its entirety with “The Owner will, within seven days after receipt of the Contractor’s Application for Payment, issue to the Contractor a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Contractor in writing of the Owner’s reasons for withholding certification in whole or in part as provided in Section 9.5.1.”
- 9.4.2 Replace the section in its entirety with “The issuance of a Certificate for Payment will constitute representation by the Owner, based on the Owner’s evaluation of the Work and the data in the Application for Payment, that, to the best of the Owner’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work in conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum”

Supplement to Article 9.5

- 9.5.1 Replace the section in its entirety with “The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner’s determination that the Work has not progressed to the point indicated in the Contractor’s Application for Payment, or the quality of the Work is not in accordance with the Contract Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor as provided in Section 9.4.1. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Contractor is responsible because of
- .1 defective Work, including design and construction, not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor.
 - .3 failure of the Contractor to make payments properly to the Consultants, Subcontractors, or others, for services, labor, materials, or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 Damage to the Owner or a separate contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - .7 repeated failure to carry out the Work in accordance with the Contract Documents.”
- 9.5.2 Omit this section in its entirety.
- 9.5.4 Replace the section in its entirety with “If the Owner withholds certification for payment

under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to the Sub-contractors, or any Consultants, material or equipment suppliers, or other persons or entities providing services or work for the Contractor to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.”

Add the following clause.

- 9.5.5 Any work required by the ~~Architect~~ Owner including excessive site visitation which shall be required by damages to the work, faulty work or neglect, or delay of Contract completion ~~shall be paid to the Architect by the Owner at the Architect's current hourly rates including reimbursable expenses and costs of consultants. Such payments made by the Owner and attributable to damage or delay of Contract shall be deducted from any amounts owing to the Contractor. The Architect Owner shall advise the Contractor in writing of the occurrence of such charges to the work within seven (7) days of the occurrence of such charges.~~

Supplement to Article 9.6:

- 9.6.1 Replace the word “Architect” with the word “Owner” and delete the phrase “, and shall so notify the Architect”.

Add the following to this paragraph:

- 9.6.2 Starting with the second Application for Payment, the Contractor shall verify, in writing to the Owner ~~and Architect~~, that he has paid all subcontractors and major material suppliers those respective amounts drawn on the previous payments for their respective areas.
- 9.6.3 Replace the word “Architect” with the word “Owner” and delete the phrase “the Architect and Owner” and replace it with “Owner”.
- 9.6.4 Replace the phrase “Neither the Owner nor Architect shall” with “The Owner shall not”
- Add the following:
- 9.6.9. Unless the Contractor waives the privilege in writing, upon commencement of the Work, an escrow account shall be established in a financial institution chosen by the Owner.
- 9.6.10 The escrow agreement shall provide that the financial institution will act as escrow agent, will pay interest on funds deposited in such account in accordance with the provisions of the escrow agreement and will disburse funds from the account upon the direction of the Owner as set forth below. Compensation to the escrow agent for establishing and maintaining the escrow account shall be paid from interest accrued in the escrow account.
- 9.6.11 As each progress payment is made, the retainage with respect to that payment shall be deposited by the Owner in the escrow account.
- 9.6.12 The interest earned on funds in the account shall accrue for the benefit of the Contractor until the completion date named in the Construction Contract or the expiration of any authorized extension of such date. Interest earned after such date shall accrue for the benefit of the Owner.
- 9.6.13 When the Contractor has fulfilled all of the requirements of the Contract providing for

reduction of retained funds, the escrow agent shall release to the Contractor one-half of the accrued funds but none of the interest thereon. When the Work has been fully completed in a satisfactory manner and the Architect has issued a final Certificate for Payment, the escrow agent shall pay to the Contractor the full amount of funds remaining in the account, including net balance of the interest paid to the account, but less any interest that may have accrued for the benefit of the Owner, which shall be paid to the Owner.

- 9.6.14 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, the escrow agent shall make payment to the Contractor as provided in Subparagraph 9.10.3.
- 9.6.15 Sums owed to the Owner by the Contractor may be deducted from payments otherwise due the Contractor pursuant to Article 9.

Supplement to Article 9.7:

- 9.7 Replace the word "Architect" with "Owner" in all instances in this section.

Supplement to Article 9.8:

- 9.8.2 Replace the section in its entirety with "When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents."
- 9.8.3 Replace the word "Architect" with "Owner" in all instances in this section.
- 9.8.3.1 ~~The Architect, Sub-consultants, and Owner will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architects or Sub-Consultants for additional inspections.~~
- 9.8.4 Replace the section in its entirety with "When the Work or designated portion thereof is substantially complete, the Contractor will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion."
- 9.8.5 Replace the phrase "submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them" with "submitted by the Contractor to the Owner for written acceptance of responsibilities assigned to it"

Add the following sentence to the end of the paragraph:

"The payment shall be sufficient to increase the total payments to 98 percent of the Contract Sum, less such amounts as the ~~Architect~~ Owner shall determine for incomplete Work and unsettled Claims."

Supplement to Article 9.9

- 9.9.1 Replace the word "Architect" with "Owner".
- 9.9.2 Replace the phrase "the Owner, Contractor, and Architect" with "the Owner and Contractor".

Supplement to Article 9.10

- 9.10.1 Replace all instances of the word "Architect" with the word "Owner" in this section.
- 9.10.1.1 The Architect, Sub-consultants, and Owner will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architects or Sub-Consultants for additional inspections.
- 9.10.2 Replace the word "Architect" with the word "Owner". Add the phrase "and, (7) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction" to the end of the phrase "to the extent and in such form as may be designated by the Owner."
- 9.10.3 Replace all instances the word "Architect" with the word "Owner" in this section. Omit the phrase "and certification by the Architect".
- 9.10.3.1 Final payment will not be approved until all required Record Drawings/As-Built Drawings, Operating Manuals, Guarantees, Equipment Warranties, and Bonds have been delivered to the ~~Architect~~ and Owner for review & filing.

Article 10: Protection of Persons and Property

Supplement to Article 10.2

- 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.
- 10.2.5 Remove the phrase "or Architect".
- 10.2.6 Remove the phrase "and Architect".

Add the following clauses:

10.2.7.1 Construction Loads:

Structures are designed to support loads of completed work. No provision has been included for unusual stresses or loads imposed by construction operations or equipment. If Contractor desires to place loads in excess of design loads on part of structure, he shall prepare and submit, drawings and stress calculations prepared by a registered professional structural engineer of new work indicated and substantiating the proposed method for supporting materials, scaffolding, machines, and similar heavy or vibrating pieces.

- 10.2.7.2 The cost of engineering checking and additional inspection, if required of the Architect or his Consultants, and additional labor and materials required to support loads other than

those encompassed in the original design shall be included in the Lump Sum Price proposal in proposal for entire work. Do not load structures in excess of design loads prior to submission and approval of necessary drawings and calculations.

10.2.9 Existing Utility Lines:

- 10.2.9.1 The Contractor shall carefully examine the premises for any visible utility lines, including appurtenances of same, which are not indicated on the drawings, but which, in their present locations and positions, will interfere in any way with any of the work called for on the drawings, and/or specifications. The Contractor shall arrange and pay for, without added cost to the Owner, the removal or rerouting of such lines. Rerouting of lines shall be done so as not to interfere with the work and shall be subject to the Architect's Owner's approval.
- 10.2.9.2 In general, the work outlined in this paragraph shall be done by the trade in whose jurisdiction it falls, but each trade shall cooperate fully so that the work involved shall proceed in an orderly manner.
- 10.2.9.3 In doing all work under this Contract, the Contractor shall carefully protect all existing lines, which are to be maintained temporarily in service or which are not to be changed, from any damage or dislocation and shall make good, at his own expense, any damage done to such lines.
- 10.2.9.4 In doing work under this Contract, it is possible that the Contractor may encounter unknown underground utility lines. Such lines may be lines which have been or will be abandoned, inactive lines which may be desired to be preserved for possible future use or active lines which must be preserved and either relocated or replaced.
- 10.2.9.5 Should the Contractor encounter any such unknown lines, he shall at once notify the Architect and Owner's Engineer, who will examine all such lines to determine whether they have been, or may be abandoned or shall be preserved. The Contractor shall assist the Owner's Engineer by making tests or otherwise, as the Architect/Engineer deems necessary, in determining the character of the lines and in the case of lines to be preserved, how best to care for them.
- 10.2.9.6 If the lines are found to have been, or may be abandoned, the Contractor shall remove same to the extent necessary without extra cost to the Owner.
- 10.2.9.7 If it is found desirable or necessary to preserve the lines, they shall be capped off, relocated or otherwise cared for as directed by the Architects Owner. In general, they shall be done by the trade having jurisdiction, but all Contractors shall fully cooperate in such work.

Supplement to Article 10.3

- 10.3.1 Remove the phrase "and Architect".
- 10.3.2 Remove the phrases "and Architect", "and the Architect", "or Architect".
- 10.3.4 Replace "Contract Documents with "Initial Information" in all instances in this section.

Article 11: Contractor's Insurance and Bonds

Supplement to Article 11.1.1

- 11.1.1.1 Insurance requirements shall match those listed in the document labeled "Contractor and/or Subcontractor(s) Insurance Requirement for Montgomery County Government."

Supplement to Article 11.1.2

- 11.1.2.1 The Contractor shall deliver the required bonds to the Owner prior to the Pre-Construction meeting & prior to signing the agreement.
- 11.1.2.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Supplement to Article 11.2: Delete the following Articles of the AIA A201 2017 Edition in their entirety:

Delete Articles 11.2.1, 11.2.2, and 11.2.3.

Supplement to Article 11.3: Delete the following Articles of the AIA A201 2017 Edition in their entirety:

Delete Articles 11.3.1 and 11.3.2

Supplement to Article 11.4

- 11.4 Replace the section in its entirety with "The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, due to fire or other hazards, provided they are not the result of the Contractor's actions."

Article 12: Uncovering and Correction of Work

Supplement to Article 12.1:

- 12.1.1 Replace the word "Architect" with "Owner" in all instances in this section.
- 12.1.2 Replace the word "Architect" with "Owner" in all instances in this section.

Supplement to Article 12.2:

- 12.2.2.1 Replace the word "Architect" with "Owner" in all instances in this section.
- 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the ~~Architect~~ Owner will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

Article 13: Miscellaneous Provisions

Supplement to Article 13.3:

- 13.3.2 Remove the word "Architect".

Supplement to Article 13.4:

- 13.4.1 Replace the word "Architect" with "Owner".
- 13.4.2 Replace the section in its entirety with "If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 13.4.1, the Owner will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3 shall be at the Owner's expense."
- 13.4.4 Replace the word "Architect" with "Owner".
- 13.4.5 Replace the word "Architect" with "Owner" in all instances in this section.

Article 14: Termination or Suspension of the Contract

Supplement to Article 14.1:

- 14.1.1.3 Replace the word "Architect" with "Owner".
- 14.1.3 Remove the phrase "and Architect".
- 14.1.4 Remove the phrase "and Architect".

Supplement to Article 14.2:

- 14.2.2 Remove the phrase "and upon certification by the Architect that sufficient cause exists to justify such action,".
- 14.2.4 Remove the phrases ", including compensation for the Architect's services and expenses made necessary thereby," and ", shall be certified by the Initial Decision Maker,".

Article 15: Claims and Disputes

Supplement to Article 15.1:

- 15.1.3.1 Replace the section in its entirety with "Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to the expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later."
- 15.1.4.2 Remove this section in its entirety.

Supplement to Article 15.2:

- 15.2.1 Replace the phrase "The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement." with "The Owner will render Initial Decisions on Claims."

Delete the following Articles of the AIA A201 217 Edition in their entirety:

Delete Articles 15.2.6, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.3.4, 15.4.1, 15.4.1.1, 15.4.2, 15.4.3, 15.4.4.1, 15.4.4.2, & 15.4.4.3